



City of Wichita Falls City Council Agenda

Glenn Barham, Mayor
Michael Smith, At Large
Stephen Santellana, District 1
DeAndra Chenault, District 2
Brian Hooker, District 3
Tim Ingle, District 4
Tom Quintero, District 5



Darron Leiker, City Manager
Kinley Heggland, City Attorney
Tracy Norr, City Clerk

Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held In The City Council Chambers, Memorial Auditorium, 1300 Seventh Street, Tuesday, August 4, 2015 Beginning At 8:30 A.M.

Item

1. Call to Order
2.
 - (a) Invocation: Reverend Dale Snyder, Pastor
Our Redeemer Lutheran Church
 - (b) Pledge of Allegiance
3. Presentations
 - (a) Employee of the Month – Shanna Snyder, Police Department
 - (b) Proclamation – National Health Center Week, Community Healthcare Center
4. Comments from the public to members of the city council concerning items that are not on the city council agenda. People wishing to address the council should sign up prior to the meeting commencing. A five minute time frame will be adhered to for those addressing their concerns.

CONSENT AGENDA

5. Approval of minutes of the July 21, 2015 Regular Meeting of the Mayor and City Council.
6. Receive Minutes
 - (a) Wichita Falls Economic Development Corporation, April 16, 2015
 - (b) Board of Adjustment, May 20, 2015

REGULAR AGENDA

7. Public Hearing for ordinance continuing in effect Sections 78-61 through 78-80 of the Wichita Falls Code of Ordinances, which provide a Juvenile Curfew
8. Ordinances
 - (a) Ordinance making an appropriation to the Special Revenue Fund for grant revenue from the Texas Department of Transportation (TxDOT) for a Comprehensive Selective Traffic Enforcement Program (STEP) Grant for Fiscal Year 2016 and authorizing the City Manager to execute all documents necessary to accept said funds
 - (b) Ordinance accepting funds in the amount of \$42,316.50 received from the FY 2015 Emergency Management Performance Grant (EMPG) and authorizing the City Manager to execute contracts and other documents related thereto
 - (c) Ordinance amending the Code of Ordinances, Chapter 46 Environment, Article VI, to establish regulations for outdoor seating and dining
 - (d) Ordinance amending the Wichita Falls Code of Ordinances by amending Section 94-9, Depositing Trash, Glass, Debris or Waste Materials, to prohibit the illegal dumping of refuse (and defining that term for purposes of this section); further, amending Section 1-14, General Penalty; Continuing Violations, to provide a penalty not to exceed \$4,000 upon conviction for the illegal dumping of refuse at other than approved solid waste receptacle sites; providing for codification; and providing when such ordinance shall become effective
9. Resolutions
 - (a) Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC) and amending the budget to include up to \$2,010,750 for the American Fuel Cell and Coated Fabric's (AMFUEL) Project
 - (b) Resolution renaming the Wichita Falls Downtown Travel Center to the Clarence Muehlberger Downtown Travel Center
 - (c) Resolution approving the 2015-2019 Consolidated Plan and 2015 Annual Action Plan of the City of Wichita Falls to include any and all revisions to the plans approved by the U.S. Department of Housing and Urban Development (HUD), to allocate FY 2015 Community Development Block Grant (CDBG) funds in the amount of \$1,085,473, FY 2015 HOME Investment Partnership Program (HOME) funds in the amount of \$241,794, and re-allocate \$100,000 in FY 2013 CDBG funds; authorizing submission of the Plans to HUD; and authorizing the City Manager to

execute HUD Grant Applications and Agreements to implement the approved Plans, to include any and all revisions approved by HUD

- (d) Resolution authorizing award of bid to various vendors for the City's annual supply of bulk chemicals for water and wastewater treatment
 - (e) Resolution awarding bid and contract for the 2015 Sanitary Sewer Lift Station 65 Extension Project to MH Civil Constructors, Inc. in the amount of \$930,604.34
 - (f) Resolution authorizing expenditure by the City of Wichita Falls Police Department from the Federal Forfeiture and State Seized Fund Accounts in the amount of \$94,764.00 for the procurement of equipment not included in the FY 2014 / 2015 General Fund Budget
 - (g) Appointments to Nortex Housing Finance Corporation Board of Directors
10. Other Council Matters
- (a) Staff Reports – Bob Sullivan - Presentation of a Market Study for a Conference Center Hotel in Wichita Falls from PKF Consulting
 - (b) Items of concern to members of the City Council
11. Adjourn

Wheelchair or handicapped accessibility to the meeting is possible by using the handicapped parking spaces and ramp located off the east parking lot on the 6th Street entrance nearest the Council chambers. There are additional handicapped parking spaces and ramp on 7th Street at the main building entrance. Spanish language interpreters, deaf interpreters, Braille copies or any other special needs will be provided to any person requesting a special service with at least 24 hours notice. Please call the City Clerk's Office at 761-7409. Wireless Listening System devices are available at the City Manager's reception area or you may call 761-7404 for inquiries.

Every item on this agenda shall be considered a public hearing. Regardless of the agenda heading under which any item is listed, any word or phrase of any item listed on this agenda shall be considered a subject for consideration for purposes of the Texas Open Meetings Act and other relevant law, and City Council may deliberate and vote upon any such subject and resolutions related thereto. Resolutions, ordinances, and other actions concerning any word, phrase, or other subject may be voted upon, regardless of any language of limitation found in this agenda or any document referring to such action. Any penal ordinance, development regulation or charter provision of the City of Wichita Falls or item which is funded by the current or next proposed City of Wichita Falls budget, including, without limitation, any street, water pipe, sewer, drainage structure, department, employee, contract or real property interest of the City of Wichita Falls, may be discussed and deliberated, and the subject is hereby defined as such without further notice. Any item on this agenda may be discussed in executive session if authorized by Texas law regardless of whether any item is listed under "Executive Sessions" of this agenda, regardless of any past or current practice of the City Council. Executive sessions described generally hereunder may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice. Executive sessions described generally hereunder are closed meetings, may

include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice, and may include items under Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.084, and/or 551.087.

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Memorial Auditorium, Wichita Falls, Texas on the _____ day of _____, 2015 at _____ o'clock (a.m.)(p.m.).

City Clerk

CITY COUNCIL AGENDA
August 4, 2015

ITEM/SUBJECT: Employee of the month.

INITIATING DEPT: Police – Senior Admin Clerk

COMMENTARY: Presentation of the Employee of the Month Award (plaque, letter of appreciation, dinner for two and check for \$100) to Shanna Snyder.

☒ Assistant City Manager/CFO

ASSOCIATED INFORMATION: Narrative

☐ Budget Office Review:

☒ City Attorney Review:

☒ City Manager Approval

**EMPLOYEE OF THE MONTH
FOR**

AUGUST, 2015

NAME: Shanna Snyder
DEPARTMENT: Police
HIRED: June 18, 2007 (C.S.O. Front Desk)
PRESENT POSITION: Senior Administrative Clerk (April 23, 2012)

NARRATIVE: The Wichita Falls Police Department is pleased to present Shanna Snyder as the City of Wichita Falls Employee of the Month for August 2015. Shanna started working as a Community Service Officer (CSO) at the Front Desk of the Police Department in 2007.

Shanna transferred to the Criminal Investigation Section (CIS) in 2012, where she was first assigned to the Pawn Shop Detail imputing pawn tickets and researching property. She worked with detectives to scan and search for stolen items on a daily basis. Shanna also fielded inquiries from outside agencies looking for their stolen property. She received much praise from the Property Section as well as from within CIS, and throughout the Department.

Shanna moved on from pawn tickets to taking on the vast and varied documentation CIS generates in the preparation of case packets for the prosecution of offenders, and is now serving as a Senior Administrative Clerk. Shanna has caught on quickly to any job asked of her.

We work as a team and Shanna is there to help out in any way she can. Shanna fills in when her supervisor is out. She steps up without hesitation, making sure the work flows without problems. She is a hard worker and dedicated to the needs of her co-workers, and assisting members of the public who call just looking for help.

FAMILY: Shanna is married to Joseph Snyder (Retired Officer, WFPD) and they have 5 children: Sean, Megan, Bethany, Camron and Katie. Two are still living at home.

HOBBIES: Reading, RVing with the family

ENDING: City Administration and Wichita Falls Police Department are proud to recognize Shanna Snyder's commitment to the City of Wichita Falls, The Police Department and the citizens of Wichita Falls.

**MINUTES OF THE
WICHITA FALLS ECONOMIC DEVELOPMENT CORPORATION**

April 16, 2015

PRESENT:

Dick Bundy, President	§	Members
Leo Lane	§	
Darron Leiker	§	
Dave Lilley	§	
Glenn Barham, Mayor	§	Mayor
Jim Dockery, Asst. City Manager/CFO	§	City Staff
R. Kinley Heggland, Jr., City Attorney	§	
Linda Merrill, Recording Secretary	§	
Henry Florsheim	§	Chamber of Commerce and Industry
Michael Paris	§	
Kevin Pearson	§	

ABSENT:

Reno Gustafson	§	Member
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1. CALL TO ORDER

Dick Bundy called the meeting to order at 4:00 p.m.

2. APPROVAL OF MINUTES (MARCH 18, 2015)

Leo Lane moved for approval. Seconded by Darron Leiker, the motion carried.

3. EXECUTIVE SESSION

Mr. Bundy adjourned the meeting into executive session at 4:03 p.m. pursuant to TEXAS GOVERNMENT CODE §551.087. He closed the executive session and announced the meeting back into regular session at 4:33 p.m. He declared that the subjects described in the certified agenda were deliberated and no further action was taken.

4. DISCUSSION AND POSSIBLE REVISION OF THE TERMS OF THE CURRENT PRATT & WHITNEY CANADA COMPONENT REPAIR WICHITA FALLS PERFORMANCE AGREEMENT AND RELATED INSTRUMENTS

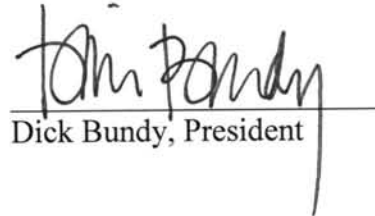
Michael Paris said the request before the Board is to amend the motion made at the February 23, 2015 meeting¹ by agreeing to a forgivable loan up to \$1,815,000 for 120 full-time

¹ Darron Leiker moved to approve the incentive agreement with Pratt & Whitney for a forgivable loan in an amount up to \$1,815,000, for the purchase of three pieces of equipment (3D Measuring Equipment and Software System, Direct Metal Laser Sintering Equipment, and Interactive Machining Equipment), the terms of

equivalent positions. Mr. Lane said he preferred to leave the motion more flexible, and **moved to approve the expenditure of \$1.815 million and further authorized Dick Bundy and Kinley Heggland to finalize the negotiations, understanding the intent of the Board. Seconded by Dave Lilley, the motion carried.**

5. ADJOURN

Mr. Lilley moved that the meeting be adjourned. The meeting was adjourned at 4:35 p. m.


Dick Bundy, President

the loan being seven years, 0% interest, with 170 retained jobs during the term of the loan. Seconded by Reno Gustafson, the motion unanimously carried.

MINUTES
BOARD OF ADJUSTMENT

May 20, 2015

PRESENT:

Kerry Maroney, Chairman

◇ Members

Jerry Beaver

◇

David Lane

◇

Steve Lane

◇

David Waddell

◇ Alternate #2

Kinley Heggland, City Attorney

◇ Legal Dept.

Karen Montgomery-Gagné, Planning Administrator

◇ Staff

Christopher Guess, Planner II

◇

ABSENT:

Larry Ash

◇ Member

Warren Gardner

◇ Alternate #1

Casey O'Donnell

◇ Alternate #3

Tyson Traw

◇ Alternate #4

I. CALL TO ORDER

Chairman Maroney called the meeting to order at 1:33 p.m.

II. MINUTES

Mr. Jerry Beaver moved to approve the minutes of the March 18, 2015 Board of Adjustment meeting, Mr. David Waddell seconded. Motion passed unanimously – minutes approved as presented.

III. REGULAR AGENDA

Case V 15-03

Request for a variance of 15 feet from the required 25 ft. building limit line on Galveston Street, Holliday Street, Ervay Street, and Kell Boulevard frontage
1904 Holliday Street

Chairman Maroney asked Mr. Guess to present the qualifying criteria.

QUALIFYING CRITERIA

(Section 7320- Submission requirements)

1. State special conditions or circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or building in the same district.

Applicant's statement: "The property is currently a long narrow slice of mostly undeveloped land, approximately 80 ft. wide by 600 ft. long. The front and rear set back requirements of 25 ft. would reduce the width to 30' which limits the feasibility of development. A 10 ft. setback requirement would provide a 60 ft. depth which is still minimal, but much more feasible for development."

Staff response: Staff agreed that special conditions and circumstances did exist which were peculiar to the land and not applicable to other land in the district. The site had an unusual shape, unusual traffic patterns, and it was platted with a building limit line to accommodate the entire length of Ervay Street, which now dead ends.

2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant.

Applicant's statement: "The current size of the property is a result of the Kell Freeway development by TXDOT."

Staff response: Staff considered the TXDOT development of Kell Boulevard and conceded that the unique shape was a result of regulatory action to acquire sufficient right-of-way. Additionally, staff considered correspondence from the City of Wichita Falls (Exhibit "A") which waived the right-of-way dedication for Ervay Street since there was no intent to extend or widen the street. These conditions and circumstances were not the result of the applicant's actions.

3. State how a literal interpretation of the provisions of this Ordinance would deprive the applicant of a right commonly enjoyed by other properties in the same district under the terms of this Ordinance.

Applicant's statement: "A hardship is created because it limits the functionality for future development of said property."

Staff Response: Literal interpretation of the provisions of the Ordinance would require the owner to provide the required 25 ft. setback without it fronting a public right-of-way.

4. State how granting the variance would be in harmony with the objectives of the Ordinance and would not confer upon the applicant any special privilege, which is denied by the Ordinance to other lands, structures, or buildings in the same district.

Applicant's statement: "The original purpose of the setback requirements was to ensure that the city streets could accommodate future demands for expansion. The property line on the north runs parallel with Ervay Street, which is a dead end street that is blocked by the Kell East service road. There would not be any future expansion for this street. The property line on the south runs parallel with Galveston which is a one way service road off Kell East and would not require any expansion in the future by the city or TXDOT."

Staff response: The granting of the variance would prepare the site for commercial development which would be in harmony with the General Commercial zoning district as well as the commercial uses it abuts. No special privileges would be conferred upon the owner of this land which are denied to other land owners in the same district.

Staff felt the qualifying criteria were met and recommended review of the evaluation criteria.

EVALUATION CRITERIA

(The following evaluation criteria was evaluated by staff)

- 1. The granting of the variance will not be contrary to the public interest.**
- 2. Special conditions exist, other than financial hardship alone, whereby a literal enforcement of the terms of the Ordinance will result in unnecessary hardship to the owner of the land.**
- 3. The variance will not permit an activity upon the land, which is not allowed by the terms of the Zoning Ordinance.**
- 4. The granting of the variance:**
 - Is consistent with the intent of this Ordinance;**
 - Is in harmony therewith; and**
 - Will not be injurious to the neighborhood or detrimental to the public welfare.**

Mr. David Lane moved to approve the qualifying criteria, Mr. Jerry Beaver seconded. The qualifying criteria were approved with a unanimous vote.

Mr. Guess proceeded to present the case for the variance. He noted the parcel at 1904 Holliday had a unique shape which was attributed to the TXDOT development of Kell Boulevard frontage and the regulatory action which required the dedication of land for right-of-way. Additionally, staff noted the site received a waiver from the 2005 Thoroughfare Plan based on the criteria that both the City of Wichita Falls community development and public works departments had expressed no long-term or short-term plans to widen or extend Ervay Street. The site is in the rear of a neighborhood which contains a mixture of single family detached dwellings, commercial/industrial uses, and manufactured homes.

Staff recommended approval of the variance.

Staff notified 19 surrounding property owners and received 2 responses in favor, none in opposition, and none were received with no opinion/undecided. There were also no responses received from outside the notification area.

Mr. Dennis Probst, applicant, thanked the board of adjustment for convening for this one case. He stated the property was originally right-of-way TXDOT purchased when they built Kell and they determined that it was excess right-of-way so TXDOT put it up for sale and Mr. Bond purchased the land. In addition, Mr. Probst pointed out that Galveston from

Kell, has a very wide right-of-way, there was a lot of grass between the edge of Galveston Street and the property and in his opinion didn't need much of a setback. Mr. Probst further noted on the Ervay Street side the street does not go anywhere except to serve this property the telephone company (that building on the north side) where they park their trucks in the warehouse area and then Ervay dead ends before Kell so a setback on that side doesn't really accomplish anything. Mr. Probst noted appreciation of the board's consideration for this variance request. Hopefully, it will allow the land owner, Mr. Bond, the possibility of doing something with the property. Mr. Probst added, if Mr. Bond has to maintain the current setbacks there won't be sufficient land area (building envelope) to do anything, except perhaps a hot dog stand or something similar.

Mr. David Lane moved to approve the variance, Mr. Jerry Beaver seconded. The variance was approved by unanimous vote.

IV. NEW BUSINESS

There were no items under new business.

V. ADJOURN

The Board adjourned at 1:45 p.m.


Kerry Maroney, Chairman


Date

CITY COUNCIL AGENDA
August 4, 2015

ITEM/SUBJECT: Public Hearing for ordinance continuing in effect Sections 78-61 through 78-80 of the Wichita Falls Code of Ordinances, which provide a Juvenile Curfew

INITIATING DEPT: Legal

COMMENTARY: Texas Local Gov't Code §370.002, Review Of Juvenile Curfew Order Or Ordinance, provides:

- (a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioners court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:
 - (1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
 - (2) conduct public hearings on the need to continue the ordinance or order; and
 - (3) abolish, continue, or modify the ordinance or order.
- (b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire.

The City's juvenile curfew ordinance was last continued on September 4, 2012.

A copy of the existing Curfew Ordinance is attached hereto.

☒ City Attorney

ASSOCIATED INFORMATION: Curfew Ordinance

☐ Budget Office Review

☒ City Attorney Review

☒ City Manager Approval

ARTICLE IV. - CURFEW FOR MINORS

Sec. 78-61. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Curfew hours means:

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday, until 6:00 a.m. of the following day; and
- (2) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term "emergency" includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Guardian means:

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with which a minor has been placed by a court.

Minor means any person under 17 years of age.

Operator means any individual, firm, association, partnership, or corporation, operating, managing, or conducting any establishment. The term "operator" includes the members or partners of an association or partnership and the officers of a corporation.

Parent means a person who is:

- (1) A natural parent, adoptive parent, or step-parent of another person; or
- (2) At least 18 years of age and authorized by a parent or guardian in writing to have the care and custody of a minor.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain means to:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(Code 1966, § 20-11(a); Ord. No. 22-2001, § 1, 3-12-2001)

Cross reference— Definitions generally, § 1-2.

Sec. 78-62. - Unlawful conduct and defenses.

- (a) A minor commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.
- (b) A parent or guardian of a minor commits an offense if he knowingly permits or by insufficient control allows the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (c) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.
- (d) It is a defense to prosecution pursuant to this section that the minor was:
 - (1) Accompanied by the minor's parent or guardian;
 - (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (3) In a motor vehicle involved in interstate travel;
 - (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (5) Involved in an emergency;
 - (6) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
 - (7) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor going to or returning home from, without any detour or stop;
 - (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly;
 - (9) Married or had been married or had disabilities of minority removed in accordance with the Texas Family Code; or
 - (10) Attending an activity supervised by adult sponsors taking responsibility for the minor and each minor has written permission from a parent or guardian to attend the activity; the activity is supervised by an adult sponsor throughout the length of the activity so that a minor may not leave the premises or establishment where the activity is held without a parent, guardian or other adult individual to whom a parent or guardian has given written permission to take the minor from the activity's premises. All ingress and egress to the facility must be controlled by the adult sponsor throughout the duration of the activity to ensure that all minors are in the premises where the activity is held.
- (e) It is a defense to prosecution under subsection (c) of this section that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(Code 1966, § 20-11(b))

Sec. 78-63. - Enforcement.

Before taking any enforcement action under this division, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this division unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense is present.

(Code 1966, § 20-11(d))

Secs. 78-64—78-80. - Reserved.

CITY COUNCIL AGENDA
August 4, 2015

ITEM/SUBJECT: Ordinance making an appropriation to the Special Revenue Fund for grant revenue from the Texas Department of Transportation (TxDOT) for a Comprehensive Selective Traffic Enforcement Program (STEP) Grant for Fiscal Year 2016 and authorizing the City Manager to execute all documents necessary to accept said funds

INITIATING DEPT: Police

COMMENTARY: The City of Wichita Falls has been invited to participate in a Comprehensive Selective Traffic Enforcement Grant, also known as “STEP”, from the Texas Department of Transportation for the fiscal year 2016. The Wichita Falls Police Department was awarded a grant totaling \$87,988.48 with the City requiring to provide a 20% match of \$22,003.70, for a total program amount of \$109,992.18. The match will be comprised of in-kind contributions (vehicle fuel, maintenance costs, and minor office supplies). The purpose of the Comprehensive STEP grant is to focus on three of the Traffic Safety STEP elements including Occupant Protection, Speed, and Intersection Traffic Enforcement. This will be the fifth year that the Wichita Falls Police Department has participated in this yearlong traffic enforcement campaign. Officers of the department are paid an overtime rate reimbursed by TxDOT for their enforcement efforts. In the previous years of this STEP grant, we have shown to have had a positive effect on the areas involving Occupant Protection, Speed Limit, and Intersection Traffic Control Compliance. TxDOT will have media events to inform the citizens of our increased traffic enforcement efforts. Our participation in the STEP grant no doubt makes the roadways safer for our motoring public.

☒ Police Chief

ASSOCIATED INFORMATION: Ordinance

☒ Budget Office Review

☒ City Attorney Review

☒ City Manager Approval

Ordinance No. _____

Ordinance making an appropriation to the Special Revenue Fund for grant revenue from the Texas Department of Transportation (TxDOT) for a Comprehensive Selective Traffic Enforcement Program (STEP) Grant for Fiscal Year 2016 and authorizing the City Manager to execute all documents necessary to accept said funds

WHEREAS, the City of Wichita Falls was awarded a TxDOT STEP grant in the amount of \$87,988.48; and,

WHEREAS, the City of Wichita Falls will provide a 20% match totaling \$22,003.70; and,

WHEREAS, the purpose of the grant is to focus on three of the Traffic Safety STEP elements of Occupant Protection, Speed, and Intersection Traffic Enforcement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

There is appropriated \$87,988.48 in the Special Revenue Fund for the purpose of selective traffic enforcement as authorized in the grant from the Texas Department of Transportation, and the City Manager is authorized to execute all documents necessary to accept said funds on behalf of the City of Wichita Falls.

PASSED AND APPROVED this the 4th day of August, 2015.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
August 4, 2015

ITEM/SUBJECT: Ordinance accepting funds in the amount of \$42,316.50 received from the FY 2015 Emergency Management Performance Grant (EMPG) and authorizing the City Manager to execute contracts and other documents related thereto

INITIATING DEPT: Fire

COMMENTARY: These are funds received from the Department of Homeland Security, Texas Division of Emergency Management as part of the federal EMPG program and must be used for emergency preparedness activities. The funds are used to offset a portion of the costs associated with the City's Emergency Preparedness Program that is administered through the Fire Department. The EMPG grant is appropriated during the normal budgeting process for the City.

☒ **Fire Chief**

ASSOCIATED INFORMATION: Ordinance

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance accepting funds in the amount of \$42,316.50 received from the FY 2015 Emergency Management Performance Grant (EMPG) and authorizing the City Manager to execute contracts and other documents related thereto

WHEREAS, the Emergency Preparedness Program has received notice of the award of 2015 EMPG funding from the Texas Division of Emergency Management; and,

WHEREAS, the City's Emergency Preparedness Program desires to receive these funds to continue providing services to the city; and,

WHEREAS, these funds were already appropriated through the adoption of the FY 2015 budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The 2015 Emergency Management Performance Grant in the amount of \$42,316.50 is hereby accepted, and the City Manager is authorized to execute a contract with the Texas Division of Emergency Management accepting the grant and other documents related thereto.

PASSED AND APPROVED this the 4th day of August, 2015.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA August 4, 2015

ITEM/SUBJECT: Ordinance amending the Code of Ordinances, Chapter 46 Environment, Article VI, to establish regulations for outdoor seating and dining; providing for a penalty, providing for codification; and setting an effective date

INITIATING DEPT: Community Development/Planning/Property Mgt.

COMMENTARY: Downtown Wichita Falls continues to transform after decades of revitalization efforts to address various sections of the community's original town site. Recently a renewed interest in the downtown core of Wichita Falls has sparked numerous business projects (lease or purchase) moving into long-time vacant commercial spaces. While this is very exciting, staff is now in a position where we must address requirements and catch-up with proposed business practices that historically have not been an issue in the downtown core. Currently, the City has a policy, not a regulation, to require an encroachment agreement for activities in the City right-of-way (streets and sidewalks).

The most urgent topic to address is outdoor dining on city sidewalks. Property owners are now requesting permission to create a public space for their patrons to enjoy in the public right-of-way area. The Planning Division worked in conjunction with Property Management, Code Enforcement, Public Works, and Legal departments to develop and recommend a companion ordinance that would establish regulations for outdoor dining on city sidewalks downtown. Staff reviewed and researched other communities such as Fort Worth, McKinney, Waco, and Austin where outdoor dining regulations were specified. Additionally, staff reviewed other communities such as Ann Arbor, Michigan; Alexandria, Virginia; Santa Monica, California; and Adelaide, South Australia. The effort was to strike the proper balance between providing for a safe and reasonable space for pedestrians, while providing the property owners the ability to maximize the use of their property.

Staff recommends approval of the attached ordinance to define regulations for downtown seating on public sidewalks. The ordinance requires businesses proposing outdoor dining on public sidewalks to submit a site plan to the City for approval. Additionally, an encroachment agreement will be required for the outdoor dining on city sidewalks through Property Management. Typically, encroachment agreements are a minimum of \$1,000 or the fair market value of the property that is consumed in the encroachment, whichever is greater. However, since these encroachments are temporary and minor in nature, staff recommends charging \$250.00 on a one-time basis to recover the administrative costs associated with these particular encroachments in the Central Business District. The proposed regulations specify outdoor dining areas, items allowed on sidewalks, and a pedestrian access clearance area.

Outdoor dining areas are specifically designated to contain seating, tables, coverings (such as umbrellas, awnings, and canopies), and other appurtenances. Additionally, fencing (3ft. to 4ft.) will ensure distinct separation between outdoor dining areas and pedestrian access on sidewalks. This set up will ensure that safe and clear pedestrian access (5ft. width) is maintained between the curb line and the proposed dining space. The goal is to encourage opportunities for outdoor dining in the downtown, while maintaining safety and access for the public.

☒ **Deputy City Manager**

☒ **Planning Admin**

☒ **Property Admin**

ASSOCIATED INFORMATION: Ordinance

☐ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance amending the Code of Ordinances, Chapter 46, Article VI, to establish regulations for outdoor seating and dining; providing for a penalty, providing for codification; and setting an effective date

WHEREAS, the city staff has reviewed this proposal and recommends approval of these amendments to the Code of Ordinances; and,

WHEREAS, the City Council concurs with city staff's recommendation to amend the Code of Ordinances, Chapter 46, establishing Article VI.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. Outdoor Dining. The following sections of Chapter 46, Article VI, Code of Ordinances pertaining to the establishment of Outdoor Dining are amended as follows:

Chapter 46 - ENVIRONMENT

ARTICLE VI. - OUTDOOR DINING

Sec. 46-250. – Purpose.

The purpose is to encourage outdoor dining on public sidewalks Downtown. The standards establish outdoor dining areas, identify clear safe pedestrian access on sidewalks, and require an encroachment agreement between a tenant and the City. Other outdoor dining area appurtenances including the location of seating, tables, barriers, signs, awnings, canopies, and umbrellas are also regulated.

Sec. 46-251. – Definitions.

Downtown: Areas zoned Central Business District (CBD). Areas outside, but in close proximity to the Central Business District (CBD) may be considered by the Director of Community Development or designee.

Encroachment Agreement: An agreement between a property owner and tenant with the City of Wichita Falls to use or place items on public right-of-way.

Outdoor Dining Area: The use of an area of public sidewalk for the purpose of extending the seating space of businesses whose main function is the provision of food or beverages. An outdoor dining area shall abut and be contiguous to such business and may contain removable tables, chairs, plants, and related appurtenances.

Off-Premise Menu Sign: A sign displaying a menu for a business utilizing and in an outdoor dining area. An off-premise menu sign is: 1) An "A" frame (or sandwich board) sign with a maximum area of 6 square feet per side; or 2) a menu in a display case (maximum size of 4 square feet) on a pedestal or stand not more than 50 inches in height.

Sec. 46-252. – Encroachment Agreement and Site Plan.

Encroachment agreement and site plan required for approval:

- (a.) Encroachment agreement –
 - (1.) An encroachment agreement between the tenant and city shall be required for an outdoor dining area on public sidewalks downtown. The one-time encroachment fee shall be \$250.
 - (2.) The agreement is not transferrable. An encroachment agreement may be revoked at any time should there be a violation.
- (b.) Site Plan.
 - (1.) A site plan review is required, as specified in section 7100.
 - (2.) A scaled site plan showing dimensions and measurements of sidewalks and outdoor dining area including seating, tables, fencing, canopies, awnings, umbrellas, planters, off-premise menu sign or other appurtenances. Site plans shall also show the location of all utilities.
 - (3.) Any future additions or alterations to the approved site plan shall be subject to review and inspection by Community Development.
 - (4.) All site plans need approval prior to the encroachment agreement.
 - (5.) Outdoor dining areas in public right-of-way in designated historic districts or landmarks are subject to review and approval by the Landmark Commission.

Sec. 46-253 - Minimum Requirements for Outdoor Dining Areas.

Outdoor Dining Area and Pedestrian Access Clearance area:

- (a.) A minimum pedestrian access clearance of 5-feet shall be maintained between the face of the outdoor seating enclosure and back of curb (See Figure A).
- (b.) No outdoor dining areas, articles, signs, materials, merchandise, or wires or cords shall locate in the designated 5-foot pedestrian access clearance area.
- (c.) All ingress/egress into and out of a building and fenced area shall maintain sufficient clearance, consistent with building and fire codes.
- (d.) No trash enclosures or refuse storage is allowed or on the public sidewalk in the outdoor dining area. All trash and rubbish shall be promptly removed from the encroached area.
- (e.) All articles, not limited to tables, chairs, canopies/awnings/umbrellas shall be removable should there be any public improvements or maintenance needed to infrastructure in the outdoor seating area.

(f.) The city shall not be liable for any damages or removal of articles due to such improvements or maintenance on the sidewalk within an easement or right-of-way.

(g.) Outdoor dining areas are subject to the city's smoking ordinance.

Sec. 46-254 – Fencing.

Fencing is meant to identify the section provided for tables, chairs and umbrellas, for use as outdoor dining areas.

(a.) A minimum 36-inch, maximum 48-inch, tall weather resistant wrought iron, aluminum or metal fence is required around the designated dining area and anchored to the sidewalk as shown in Figure A.

(b.) Fence must be secured to the sidewalk and remain easily removable.

Sec. 46-255 - Canopies and Awnings.

(a.) Canopy – (Figures B and C)

(1.) A canopy shall maintain a minimum 8-feet of vertical clearance.

(2.) No support poles allowed in or over the right-of-way except structural columns that support cantilevered canopies shall be located within 6" of the building exterior.

(b.) Retractable Awning – (Figure D)

(1.) Retractable type awnings shall not project beyond the fence into the sidewalk clear area.

(2.) No support poles are allowed in or over the right away.

(3.) All portions of any awning shall be a minimum of 8 feet above the ground.

(c.) The area between the top of the fence and the bottom of any awning or canopy shall remain open. No transparent barriers (such as Plexiglas or plastic) are permitted between the top of the fence and the bottom of the awning.

(d.) All canopies and awnings shall be of UL rated non-combustible material/construction.

(e.) Canopies and awnings must be free of advertisements and contained within the outdoor dining area.

(f.) Commercial style canopies or retractable awnings shall be designed specifically for commercial outdoor use that can handle extreme environmental conditions.

Sec. 46-256 - Outdoor Umbrellas – (Figure E)

- (a.) All parts of any umbrella, including the fabric and supporting ribs, must be contained entirely within the outdoor dining area.
- (b.) Umbrellas must be free of advertisements.
- (c.) Market style umbrellas, designed specifically for patio or outdoor restaurant use are required.
- (d.) Umbrellas are to maintain a minimum height clearance of 8 feet.

Sec. 46-257 – Signage.

- (a.) No signs allowed on sidewalks except one off premise menu sign. No signs shall encroach into the 5-foot sidewalk clearance area. Signs shall be removed from sidewalks at the close of business.
- (b.) No signs shall be allowed on fences or hanging from any other objects on or over the 5-foot clearance area on sidewalks, unless required by state law.
- (c.) Signs on awnings or canopies may have the business name only in lieu of a wall, ground or pole sign and in conformance with the city's sign ordinance (Section 6700).

Sec. 46-258 – Lighting.

- (a.) Lighting shall be low voltage (25 Volts or less).
- (b.) Lighting fixtures, if provided shall meet the nuisance lighting ordinance.
- (c.) The applicant must obtain an electrical permit for a lighting plan from the City's Building Inspection Division.
- (d.) No permanent lighting shall be affixed to coverings including but not limited to canopies, awnings, or umbrellas.
- (e.) All lighting must be removable.

Sec. 46-259 - Outdoor Heaters.

- (a.) Heating units shall have a UL or AGA listing.
- (b.) Heating units shall not be installed over or near exits from the building. Units shall maintain the required clearances from combustible materials.

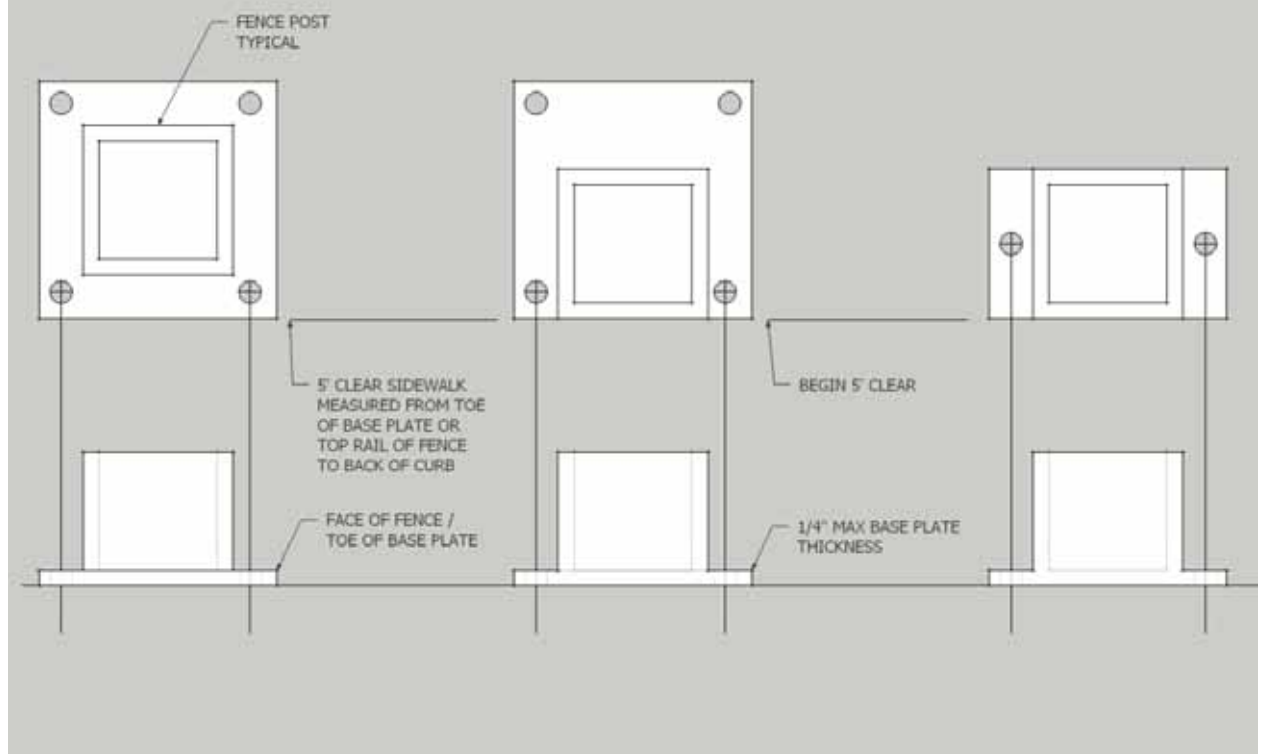
Sec. 46-260 Setback from Neighboring Businesses.

- (a.) Set back to neighboring Businesses - Neighboring businesses must remain visible to pedestrians and motorists alike. Restaurants need to be mindful of adjoining businesses when using outdoor dining areas, making sure that neighboring businesses remain visible to pedestrians and motorists.

Sec. 46-261 Prohibitions.

- (a.) Prohibited Fencing: No fabric inserts, chain link fencing, chicken wire or cyclone fencing. No banners or advertising allowed on fencing.
- (b.) Prohibited sidewalk coverings include carpet or other flooring material constructed of fabric, canvas, wool, tile, linoleum, nylon, vinyl, or any covering that is intended to resemble turf.
- (c.) Platforms: Raised decks, platforms, or other such surfaces are not permitted within outdoor dining areas.

Figure A



(d.)

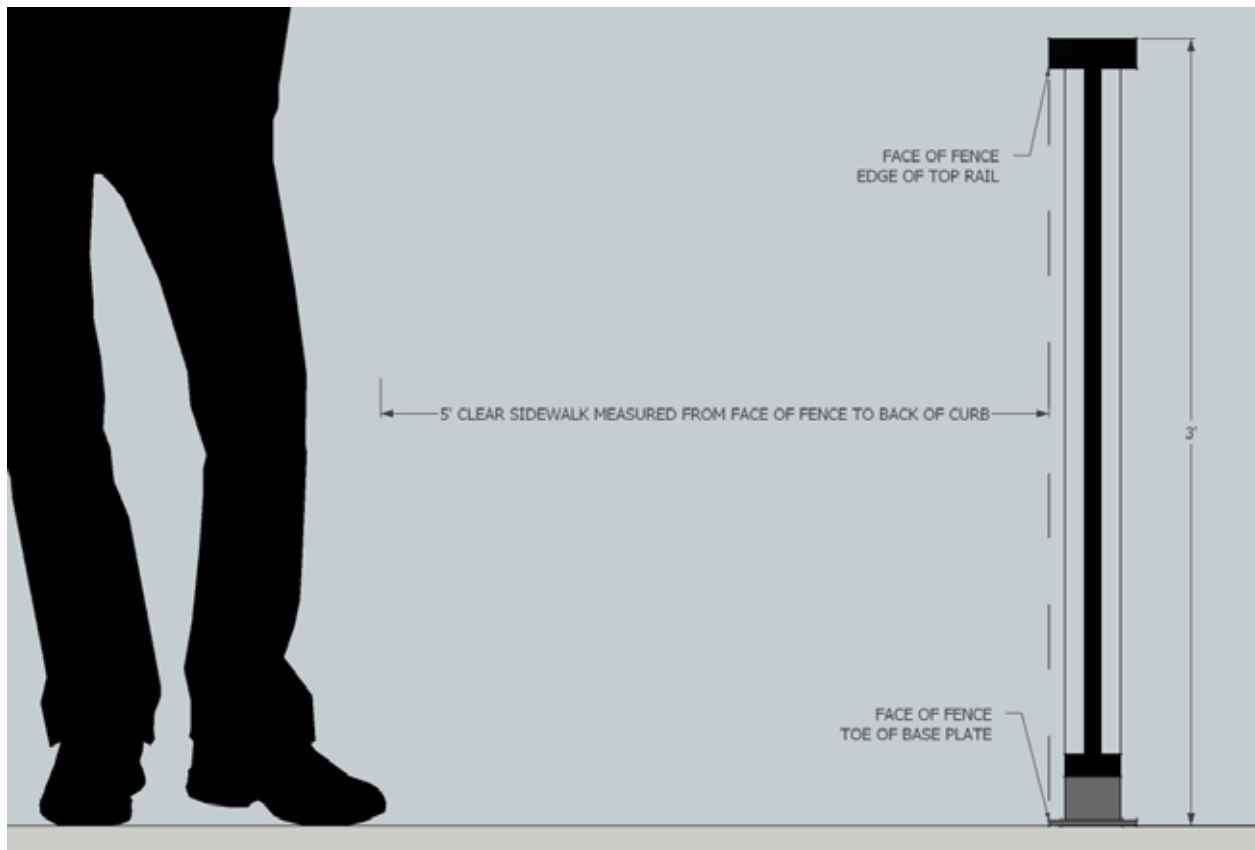


Figure B

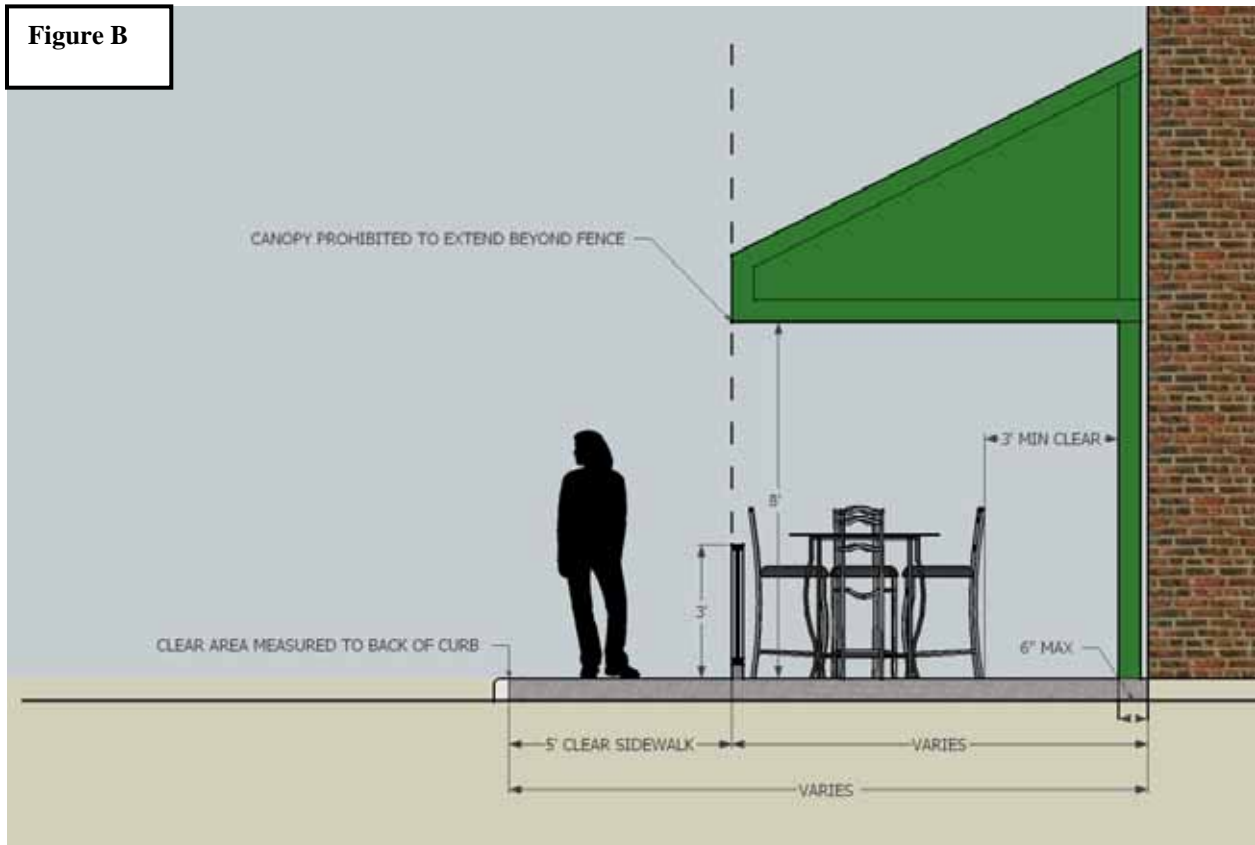


Figure C

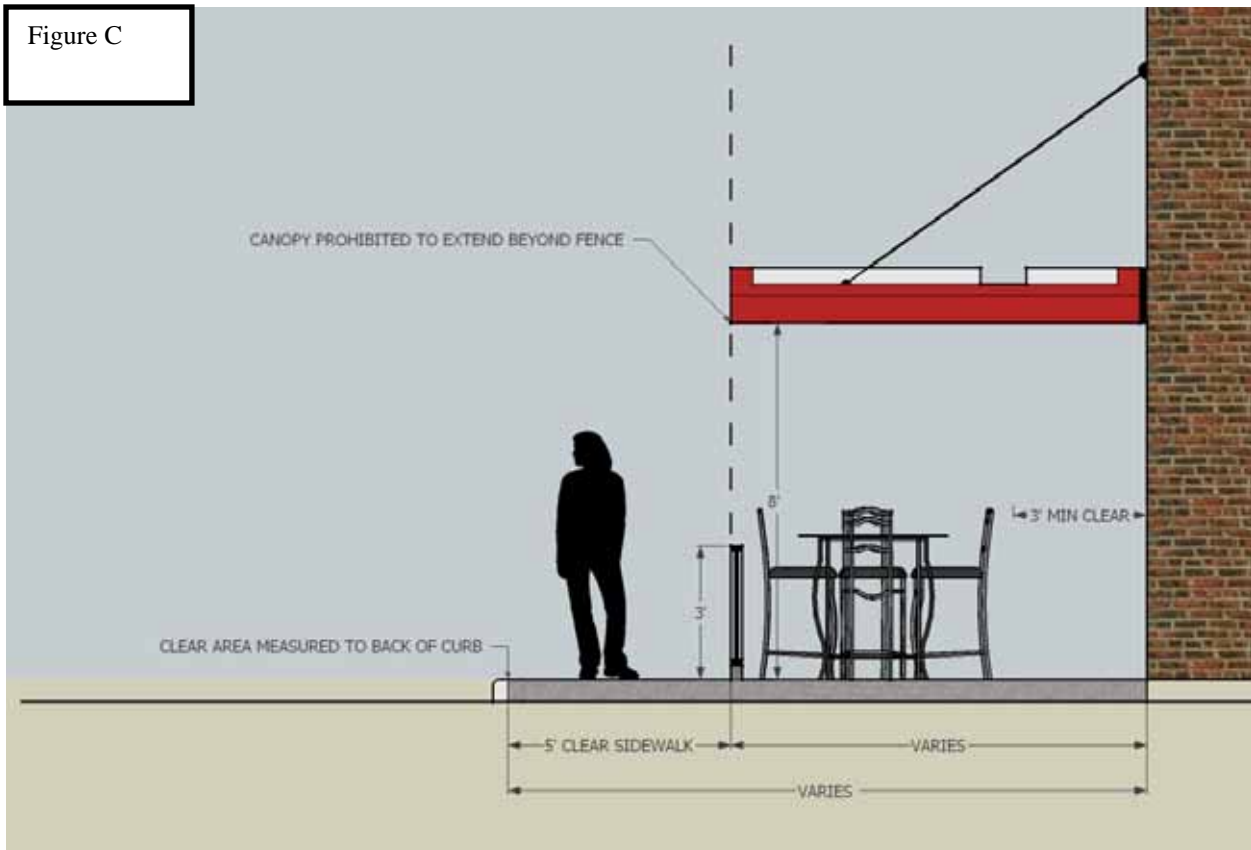


Figure D

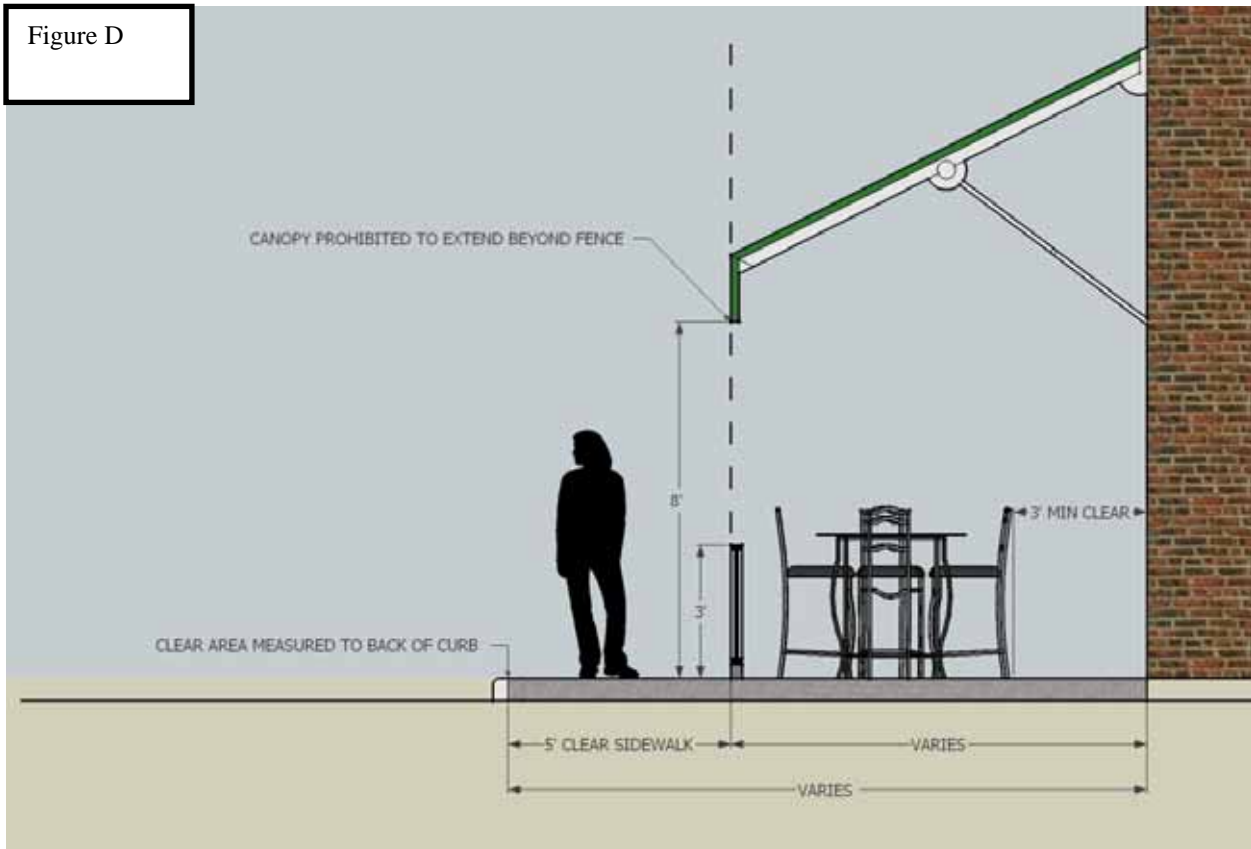


Figure E



2. Penalty. This ordinance regulates zoning, and shall be punishable by a penalty of up to \$500 per violation and as provided by Section 1-14 of the Wichita Falls Code of Ordinances.

3. Codification. The City Council intends the provisions of this ordinance to become a part of the Code of Ordinances of the City of Wichita Falls, and sections of this ordinance may be renumbered or relettered to accomplish such intention. Statutory and ordinance references herein may be modified as necessary.

4. Effective Date. This ordinance becomes effective September 3, 2015.

PASSED AND APPROVED this the 4th day of August, 2015.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
August 4, 2015

ITEM/SUBJECT: Ordinance amending the Wichita Falls Code of Ordinances by amending Section 94-9, Depositing Trash, Glass, Debris or Waste Materials, to prohibit the illegal dumping of refuse (and defining that term for purposes of this section); further, amending Section 1-14, General Penalty; Continuing Violations, to provide a penalty not to exceed \$4,000 upon conviction for the illegal dumping of refuse at other than approved solid waste receptacle sites; providing for codification; and providing when such ordinance shall become effective.

INITIATING DEPT: Legal/Community Development

COMMENTARY: Illegal dumping has become an increasingly prevalent crime in many parts of the City and results in hardships for the innocent property owners on whose property the dumping takes place. Additionally, such dumping is dangerous and the piles formed by the items are unsightly and attract pests such as mosquitos, rats, and snakes. Recently, the State Legislature passed HB 274, which authorizes municipalities to impose a fine for the illegal dumping of refuse of up to \$4,000.

Historically, the City did not enforce the State dumping laws at Municipal Court; such cases were instead sent to the District Attorney's office.

This amendment to Section 94-9 is intended to take advantage of this recent legislative change and create an ordinance that expressly prohibits the illegal dumping of refuse in the City's corporate limits. The City, via Code Enforcement, will write class C tickets to violators and file them in Municipal Court, where they will be prosecuted by the City Attorney's office.

☒ **City Attorney** ☐ **Deputy City Manager**

ASSOCIATED INFORMATION: Ordinance

☐ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance amending the Wichita Falls Code of Ordinances by amending Section 94-9, Depositing Trash, Glass, Debris or Waste Materials, to prohibit the illegal dumping of refuse (and defining that term for purposes of this section); further, amending Section 1-14, General Penalty; Continuing Violations, to provide a penalty not to exceed \$4,000 upon conviction for the illegal dumping of refuse at other than approved solid waste receptacle sites; providing for codification; and providing when such ordinance shall become effective

WHEREAS, illegal dumping of refuse is an increasingly prevalent crime in many parts of the City; and,

WHEREAS, such dumping results in hardships, such as costs for removal, for the property owners on whose property the illegal dumping takes place; and,

WHEREAS, the City finds that the illegal dumping of refuse is dangerous and unsanitary, and the piles formed by the refuse are unsightly and attract pests and rodents such as mosquitos, rats, and snakes; and,

WHEREAS, the State Legislature passed House Bill 274 which authorizes municipalities to fine violators of illegal dumping of refuse up to \$4,000, and the City has a legitimate governmental interest in increasing its fine for illegal dumping of refuse to \$4,000.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

Section 1. The Wichita Falls Code of Ordinances is hereby amended at Section 94-9, as follows:

"Sec. 94-9. - ~~Depositing trash, glass, debris or waste materials~~Illegal Dumping of Refuse.

No person shall deposit, place or dump or cause to be deposited, placed or dumped any ~~trash, refuse, debris, tin cans, glass, worn-out automobile parts, and waste material of any kind or character upon the streets, alleys or public lands within the corporate city limits.~~refuse at a place that is not an approved solid waste receptacle, including on a public street, alley, right-of-way, other public or private property, or into an inland water of the State within the corporate city limits. For this section, "refuse" includes nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible refuse includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible refuse includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit). An approved solid waste receptacle is any container or location provided by

the City for the purpose of placing refuse and municipal solid waste and including roll-out carts and dumpsters.”

Section 2. The Wichita Falls Code of Ordinances is hereby amended at Section 1-14, General Penalty; Continuing Violations, so that such section shall hereafter read as follows:

“Sec. 1-14. - General penalty; continuing violations.

Whenever in this Code or in any city ordinance or in any rule, regulation or order promulgated by any city officer or agency under authority duly vested in such officer or agency any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, where no specific penalty is provided, the violation of any provision of this Code or of any ordinance, rule, regulation or order that governs or regulates fire, safety, zoning or public health or sanitation, ~~including other than the illegal~~ dumping of refuse, shall be punished by a fine not exceeding \$2,000.00. In cases involving the illegal dumping of refuse, the fine will not exceed \$4,000. The violation of any other provision of this Code or any other ordinance, rule, regulation or order shall be punished by a fine not exceeding \$500.00, unless specifically stated otherwise in this Code. If the maximum penalty provided by this Code for any offense is greater than the maximum penalty provided for the same or a similar offense under the laws of the state, the maximum penalty for such violation provided by the state statute shall be the maximum penalty under this Code, unless State law expressly authorizes municipalities to have such fines. Except where otherwise provided in this Code, each day an offense shall continue shall constitute a separate offense.”

Section 3. The sections of this ordinance that amend the Code of Ordinances of the City of Wichita Falls are intended to be parts of said Code, and said sections of this ordinance may be renumbered or relettered to accomplish such intention.

Section 4. This ordinance shall become effective September 3, 2015.

PASSED AND APPROVED this the 4th day of August, 2015.

M A Y O R

ATTEST:

City Clerk

CITY COUNCIL AGENDA
August 4, 2015

ITEM/SUBJECT: Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC) and amending the budget to include up to \$2,010,750 for the American Fuel Cell and Coated Fabrics (AMFUEL) Project

INITIATING DEPT: City Manager's Office

COMMENTARY: TEXAS LOCAL GOVERNMENT CODE § 501.073(a) provides "The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation." On July 15, 2015, the WFEDC recommended approval of the following item:

American Fuel Cell and Coated Fabric's (AMFUEL) Project – AMFUEL, is owned by Zodiac Aerospace, a French company headquartered in Paris, France. Crosslake Investments, a Seattle based investment firm recently invested in AMFUEL's operation, and intends to establish an operation at the old Delphi facility in Wichita Falls. AMFUEL manufactures fuel tanks for the aerospace industry, primarily commercial/military/general aviation aircraft and helicopters. Additionally, AMFUEL makes liquid storage containers for industrial chemicals, water, sewage, and ground fuel storage. This operation is approximately \$30 million per year. AMFUEL expects to create and retain 280 employees over a ten year period.

The WFEDC incentives are based on:

- No Interest, Forgivable Loan of \$800,000 for the purchase of an autoclave, valued at \$1.2 million, that is used in the manufacturing process. The loan is forgivable over a period of ten years should AMFUEL maintain the jobs as stipulated in the agreement.
- Cash for jobs in the amount of \$844,750 for creating and retaining 280 jobs in Wichita Falls.
- A grant up to a maximum of \$366,000 for skills development training should a grant application to the Governor's Economic Development and Tourism Department not be approved.

A draft Performance Agreement is included that outlines the specific terms of this incentive package. Staff recommends approval of the WFEDC programs and expenditures as detailed above.

☒ **Deputy City Manager**

ASSOCIATED INFORMATION: DRAFT Performance Agreement for AMFUEL, WFEDC
Revised FY 2015 Budget

- ☒ **Budget Office Review**
- ☒ **City Attorney Review**
- ☒ **City Manager Approval**

Resolution No. _____

Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC) and amending the budget to include up to \$2,010,750 for the American Fuel Cell and Coated Fabrics (AMFUEL) Project

WHEREAS, Texas Local Gov't. Code § 501.073(a) provides "The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation"; and,

WHEREAS, on July 15, 2015, the WFEDC approved the Project listed below and as stated in its agenda.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. The Wichita Falls Economic Development Corporation's approval and funding of the following programs and expenditures for the AMFUEL Project, as described below and in said corporation's agenda, are approved:

- No Interest, Forgivable Loan of \$800,000 for the purchase of an autoclave, valued at \$1.2 million, that is used in the manufacturing process. The loan is forgivable over a period of ten years should the company maintain the jobs as stipulated in the agreement.
- Cash for jobs in the amount of \$844,750 for creating and retaining 280 jobs in Wichita Falls.
- A grant up to a maximum of \$366,000 for skills development training should a grant application to the Governor's Economic Development and Tourism Department not be approved.

2. The current fiscal year budget of the WFEDC is amended to provide for the aforementioned expenditures and changes thereto.

PASSED AND APPROVED this the 4th day of August, 2015.

MAYOR

ATTEST:

City Clerk

Performance Agreement between the Wichita Falls Economic Development Corporation and American Fuel Cell and Coated Fabrics Company, an Arkansas Corporation (“AMFUEL”) for Incentives to Create Primary Jobs at 8600 Central Freeway North in Wichita County, Texas

This Performance Agreement (“Agreement”) is entered into on _____, 2015, by and between the Wichita Falls Economic Development Corporation (“WFEDC”), a Texas development corporation authorized under the Texas Development Corporation Act of 1979, Section 4A, (“Act”), and **American Fuel Cell and Coated Fabrics Company**, an Arkansas corporation (“Company”).

Whereas, the Act authorizes the WFEDC to contract with companies whose activities are defined as manufacturing and classified as **326299** by the North American Industry Classification System (NAICS); and

Whereas, Company seeks to open a business to manufacture crash resistant fuel cells for commercial and military aircraft at 8600 Central Freeway North, Wichita Falls, Texas 76305 (the “Facility”), and represents that the Company’s Facility will involve a capital investment of approximately \$12,100,000 and employment of approximately 280 new full-time positions with benefits; and,

Whereas, Company estimates it will complete its project by January 15, 2016; and,

Whereas, Company and the WFEDC mutually find that the project could be located in alternative facilities outside the Wichita County region, and is expected not to occur in the local area unless it receives the support and investment from the City of Wichita Falls and the use of Type A sales tax proceeds; and,

Whereas, Company will secure specified obligations herein with a guaranteed note to the WFEDC, secured by a purchase money security interest against the Equipment purchased with WFEDC proceeds.

Now, therefore, be it resolved, subject to the approval of the Wichita Falls City Council and the execution of subsequent agreements to memorialize and obligate funds provided hereunder in the form to be provided by the WFEDC, the parties agree as follows:

Definitions. As used in this Agreement, the following terms have the following meanings:

“New Position” means a permanent, full-time, Company, benefit-eligible employee working at least 37.5 hours per week at the Facility who receives full-time wages paid by Company for a period of at least 6 months at the Facility. To be a New Position, an employee must represent an increase in the total, permanent level of employment at the Facility. Positions shall not be considered New Positions if they replaced occupants of New Positions or full-time

positions from an earlier reduction in the number of full-time employees in Wichita County. New Positions must be Primary Jobs.

“Payroll Statement” means (i) a written statement setting forth the monthly, quarterly and annual (as applicable) payroll at the Facility and the amount of wages paid to each full-time employee at the Facility, and (ii) such other documentation as reasonably determined to be necessary by the WFEDC to verify the number of New Positions created and continuing financial condition of the Company. Such other documentation that Company may be required to provide to the WFEDC shall include compiled income and expense statements for each quarter, balance sheets effective at the end of each quarter, and copies of the Company’s tax returns, income statements, state unemployment tax submissions, and federal unemployment tax submissions. The aforementioned documents may be redacted, modified, or summarized by Company as reasonably necessary to protect the privacy of individuals and prevent the disclosure of the Company’s confidential and/or proprietary information.

“Primary Job” means a primary job as defined in Texas Local Gov’t Code 501.002.

Incentives:

Cash for Jobs WFEDC’s Total Maximum Obligation: \$844,750

a. Payment for New Positions

Subject to the WFEDC’s Total Maximum Obligation, the WFEDC will pay Company cash for each New Position employed by Company at Facility as set by the table shown below. New Positions eligible to receive cash for jobs payment must be in existence for a minimum of six months before payment will be rendered.

Wages to be Paid	Incentive Per Position	Jobs Created		Total Incentive
\$9.50 to \$10.49 per hour	\$2,000	198		\$396,000
\$10.50 to \$11.49 per hour	\$2,500	11		\$27,500
\$11.50 to \$12.49 per hour	\$3,000	1		\$3,000
\$13.50 to \$14.49 per hour	\$4,000	6		\$24,000
\$14.50 to \$15.49 per hour	\$5,000	10		\$50,000
\$18.01 to \$24.99 per hour	\$6,375	54		\$344,250
		280	Total	\$844,750

- b. Each New Position must be filled by one or more employees continuously during the time period for which funds are requested.
- c. This incentive will only be available for New Positions who are initially employed by Company at the Facility prior to **September 15, 2025**.
- d. These funds received pursuant to this Section may be used for any business purpose in the Facility in Wichita Falls, Texas. Payments will be made after a presentation by Company has been made to the WFEDC evidencing the New Positions have been in place for at least 6 months. Applications for payment may only be made once every 6 months following start-up. The WFEDC intends to only pay for each New Position one time. In no event will a position be reimbursable if it merely replaced a position that was earlier eliminated. Payment obligations will be subject to the obligation of Company to provide Payroll Statements to the WFEDC as required by the WFEDC.
- e. The Cash for Jobs incentive available pursuant to this agreement may not exceed the amount of the WFEDC's Total Maximum Obligation stated above.

Skills Development Training Funds: WFEDC's Total Maximum Obligation: \$366,000

An application to the Texas Workforce Commission has been made for a Skills Development Fund grant. If the grant is not funded by the Texas Workforce Commission or other government entity in an amount of at least \$366,000, then the WFEDC will provide funding for training under the grant conditions in an amount sufficient to make up the amount of funds not provided, in a total amount not to exceed the lower of (1) the amount to be provided if the grant were successfully funded, (2) \$1,200 per trainee, or (3) \$366,000. This reimbursement does not include the wages of the trainees, but can include the wages of Company employees involved in the training of those employees.

Loan WFEDC's Total Maximum Obligation: \$800,000

The WFEDC agrees to provide to Company up to \$800,000 to assist in purchasing equipment for Facility in the form of loans that the WFEDC will forgive in their entirety if Company meets its obligations under this Agreement as set out below. Company shall execute a Purchase Money Security Agreement for each piece of equipment purchased using WFEDC loans. Such security agreement will give WFEDC a first lien on said equipment.

Company shall pay back this loan by paying WFEDC \$80,000 annually until the debt is entirely paid off. Said first payment will be due September 15, 2016 and every year thereafter, with a final payment due September 15, 2025. Should Company create and maintain the new positions with benefits shown in Exhibits A and B, the loan will be forgiven at the rate of

\$80,000 annually, so that after 10 years, the loan will be forgiven in its entirety. Should Company fail to create or fail to maintain the new positions shown in Exhibits A and B, Company will pay all or a portion of the annual loan payment then due as follows:

Actual jobs created/retained (minus) jobs promised to be created/retained x \$80,000 = annual amount to be repaid

1. Documentation. Prior to receiving payment from the WFEDC pursuant to this Agreement, Company shall submit a Payroll Statement and other documentation as required by the WFEDC to verify and document such request, including forgivable notes covering the amounts provided hereunder providing the following minimum provisions and other provisions required by the WFEDC to adequately secure and document payments and provide for forgiveness:

Terms of Payment (principal and interest): The Principal Amount will be due and payable in 10 annual installments of **\$80,000 of the obligated amount beginning 1 year from the execution of the document.**

Forgiveness of Payments: Payments to be forgiven upon compliance with employment obligations under this Agreement.

Loan Disbursements: The WFEDC may disburse the loan amount as reimbursements to Company based on invoices related to the purchase of the following equipment: 1. Autoclave (estimated price: \$1,200,000). Such equipment shall be used at Company's Wichita Falls Facility. Such disbursements shall not exceed \$800,000. In regard to such disbursements, the WFEDC will provide all disbursements subject to such supporting documentation as required by the Assistant City Manager of the City of Wichita Falls, including cancelled checks, purchase orders, invoices, receipts, waivers of liens, and other documents reasonably necessary to ensure funds are expended for equipment for Wichita Falls, Texas. Such disbursements will not be paid until the Purchase Money Security Agreement for said equipment is fully executed.

General Conditions:

1. Maintenance of Operations. The WFEDC intends for any incentives to be used to ensure that Company continues to operate in Wichita Falls. In addition to other repayment provisions herein, if Company reduces its employment by more than 50% from its employment level at the time of execution of this agreement (currently 4 permanent Company positions) or ceases operations in Wichita Falls prior to 12 months from the date of receipt of any incentives payment, Company shall, within 60 days, repay the WFEDC the full amount of the applicable incentive paid by the WFEDC to Company.

2. Use of Proceeds. Company agrees to use all of the funds received from WFEDC pursuant to this Agreement for (or as reimbursement for) the "costs" (as that term is defined in Tex. Loc. Gov't Code Ann. § 501.152, as of the date of this Agreement) of this project related to the creation or retention of primary jobs as provided by Tex. Loc. Gov't Code Ann. § 501.101.

3. Compliance with Tex. Gov't Code § 2264.001. In accordance with Tex. Gov't Code §§ 2264.001 through 2264.101, Company does not and will not knowingly employ an undocumented worker during the term of this Agreement in violation of Texas or federal law. If, during the term of this Agreement, Company or a branch, division, or department of Company is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay the entire amount of the public subsidy with the addition of interest at the rate of 5% simple annual interest as required by Tex. Gov't Code § 2264.053, not later than the 120th day after the date the WFEDC notifies the business of the violation.

4. Compliance with Tex. Gov't Code §§ 501.156 through 501.158. The parties agree this Agreement complies with Tex. Loc. Gov't Code §§ 501.156 through 501.158, by: (1) being intended to benefit the WFEDC, (2) providing that default on this Agreement is enforceable as provided by Tex. Loc. Gov't Code § 501.157, in addition to retaining other enforcement remedies provided by Texas law, and (3) providing a schedule as stated in this Agreement for additional jobs and capital investment as consideration for direct incentives provided herein and providing for repayment obligations.

5. No Waiver. No delay or omission by WFEDC in exercising any right that may accrue to it pursuant to this Agreement will operate as a waiver of any other WFEDC right that may accrue pursuant hereto.

6. Disputes. In the event of a dispute, (1) neither party will be entitled to attorney's fees incurred or paid in the enforcement of any provision of this Agreement, regardless of any provision authorizing attorney's fees in Texas Local Gov't Code § 271.153(a)(3) or other statute, and (2) sole venue for any action based on this Agreement or promise ancillary thereto shall be in Wichita County, Texas.

7. The WFEDC shall not be the guarantor of Company's success, and shall not be liable for any failure to provide incentives not specifically set forth in this Agreement. Any representations by WFEDC, the City, or the Wichita Falls Chamber of Commerce and Industry concerning the availability of incentives hereunder are subject to the approval of the governing bodies entrusted by law to issue said incentives. Company certifies the truth of the representations by its representatives to the WFEDC, the City, and the Wichita Falls Chamber of Commerce and Industry. Company agrees to release the WFEDC, the City, and the Wichita Falls Chamber of Commerce and Industry from any and all claims, suits, and actions for damages, costs, and expenses to persons or property (collectively "Claims") that may arise out of, or be occasioned by or from any act, error or omission of the WFEDC, the City, and the Wichita Falls Chamber of Commerce and Industry in the execution or performance of this contract. The aforementioned release does not encompass Claims attributable to the negligence or willful misconduct of the WFEDC, the City, and/or the Wichita Falls Chamber of Commerce and Industry.

8. Term. The Term of this Agreement shall be from its execution until the later of:

- a. **September 15, 2025**, or
- b. One year after the WFEDC's payment to the Company of the final incentive payment described in this Agreement.

9. Default. During the Term of this Agreement, Company shall promptly notify WFEDC if Company learns of the occurrence of: (i) any event which constitutes an Event of Default; or (ii) any legal, judicial or regulatory proceedings affecting Company and/or the Facility in which the amount involved is in excess of \$50,000 and is not covered by insurance.

10. Indemnity. Company shall indemnify, save and hold harmless WFEDC and the City of Wichita Falls and their respective officers, directors, employees, representatives and agents (collectively, the "Indemnified Parties") from and against: (i) any and all claims, demands, actions, or causes of action that are asserted against any Indemnified Party by any person or entity if the claim, demand, action or cause of action directly or indirectly relates to a claim, demand, action, or cause of action attributable to the acts or omissions of Company, any affiliate of Company or any officer, employee or partner of Company; (ii) any and all claims, demands, actions or causes of action that are asserted against any Indemnified Party if the claim, demand, action or cause of action directly or indirectly relates to funds received by Company pursuant to this agreement, Company's use of the proceeds of funds received pursuant to this agreement or the relationship of Company and WFEDC pursuant to this agreement; and (iii) any and all liabilities, losses, costs or expenses (including attorneys' fees and disbursements) that any Indemnified Party suffers or incurs as a result of any of the foregoing; provided, however, that Company shall have no obligation pursuant to this provision to any Indemnified Party with respect to any of the foregoing arising out of the negligence or willful misconduct of such Indemnified Party. To the extent necessary to provide the Indemnified Parties full protection in accordance with the terms of this Section, the indemnity provisions set forth herein shall survive the termination of this Agreement.

11. Events of Default. Each of the following events shall be considered an Event of Default of this agreement:

- a. The failure of Company to pay any payment due to the WFEDC pursuant to this agreement when due and the continuation of such failure for a period of 10 days after written notice thereof from WFEDC; or
- b. If any representation or warranty by Company set forth herein or in any certificate, report, request or other document furnished pursuant hereto is incorrect in any material respect as of the date when made or deemed made; or
- c. The failure of Company in its due observance and performance of any of the covenants or agreements set forth in this agreement or any of documents associated with this agreement and the continuation of such failure for a period of 30 days after written notice thereof from WFEDC; or

- d. If an involuntary case or other proceeding shall be commenced against Company that seeks liquidation, reorganization or other relief pursuant to any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or them or any substantial portion of its or their property, and if such involuntary case or other proceeding shall remain undismissed or unstayed for a period of 30 days; or if an order for relief against Company shall be entered in any such case under the Federal Bankruptcy Code; or
- e. If Company shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or if Company shall make a general assignment for the benefit of creditors or shall fail generally or shall admit in writing its inability to pay its debts as they become due; or
- f. If Company shall fail within 30 days to pay, bond or otherwise discharge any judgment or order for the payment of money in excess of \$50,000 that is not otherwise being satisfied in accordance with its terms and is not stayed on appeal or otherwise being appropriately contested in good faith; or
- g. If there shall be a dissolution of Company or a cessation of business operations at the Facility; or
- h. If the Company is determined by WFEDC to be continually or repeatedly violating a City ordinance or state law or regulation related to the operation of the Facility.

12. Remedies. Following the occurrence of any Event of Default described above during the Term of this Agreement, the obligations of WFEDC to the Company shall terminate and the entire amount of the funds provided by WFEDC to the Company within one year prior to the default shall become immediately due and payable to the WFEDC if Company fails to cure the Event of Default within ten (10) days of receipt of written Notice of Default (the “Notice Period”). Following the occurrence of any other Event of Default specified in this section, WFEDC may by written notice to Company and if Company fails to cure the Event of Default within ten (10) days of receipt of written Notice of Default: (i) declare the entire amount of any obligation to the WFEDC then outstanding, together with interest (if any) then accrued thereon, to be immediately due and payable to the WFEDC, and/or (ii) terminate all obligations of WFEDC to the Company unless and until WFEDC shall reinstate the same in writing; and/or (iii) reduce any claim to judgment; and/or (iv) without notice of default or demand pursue and enforce any of WFEDC's rights and remedies pursuant to this Agreement or any document ancillary to it.

13. Further approvals required. Any representations by WFEDC, the City of Wichita Falls or the Wichita Falls Chamber of Commerce and Industry (or any representatives of any of the foregoing) concerning the availability of incentives hereunder are subject to the approval of the governing bodies entrusted by law to issue said incentives.

14. This agreement and said attachments, if any, may only be amended, supplemented, modified or canceled by a duly executed written instrument agreed to by both parties.

15. Company's maximum aggregate liability under this Agreement to WFEDC, the City of Wichita Falls, the Wichita Falls Chamber of Commerce and Industry, any third party, and/or any Indemnified Party identified in Section 10 shall not exceed the amount of funds provided to Company pursuant to this Agreement.

Wichita Falls Economic Development Corporation

Dick Bundy, President

American Fuel Cell and Coated Fabrics Company

Mike Viscosi

Name, President and CEO

AMFUEL MANUFACTURING LABOR											
			PAY SCALE			EMPLOYMENT			WAGES*		
			Entry Wage	Progression Wage	Final Wage	After 12 Months	After 24 Months	After 36 Months	After 12 Months	After 24 Months	After 36 Months
Job Code	Job Classification	Labor Grade	0-6 Months	6-12 Months	12 Months+	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
001	Maintenance – Skilled	A,B	\$15.00	\$16.00	\$16.00	0	0	0	\$0	\$0	\$0
003	Maintenance – Utility	5	\$9.50	\$9.50	\$9.50	1	2	2	\$21,138	\$42,275	\$42,275
103	Autoclave Operator	3, 4, 5	\$9.50	\$10.25	\$11.00	2	3	3	\$48,950	\$73,425	\$73,425
105	Cutting Table	4, 5	\$9.50	\$10.25	\$10.25	1	1	1	\$22,806	\$22,806	\$22,806
108	Wash Pit	4, 5	\$9.50	\$10.25	\$10.25	2	2	2	\$45,613	\$45,613	\$45,613
111	Cement House	3, 4, 5	\$9.50	\$10.25	\$11.00	3	6	6	\$73,425	\$146,850	\$146,850
115	Utility Worker	5	\$9.50	\$9.50	\$9.50	2	5	5	\$42,275	\$105,688	\$105,688
202	Receiving/Stores	4, 5	\$9.50	\$10.25	\$10.25	3	4	4	\$68,419	\$91,225	\$91,225
401	Tooling – Property	3, 4, 5	\$9.50	\$10.25	\$11.00	2	1	0	\$48,950	\$24,475	\$0
101	Builder	2, 3, 4	\$10.25	\$11.00	\$12.00	35	53	53	\$934,500	\$1,415,100	\$1,415,100
102	Fuel Cell Post Cure Operator	2, 3, 4	\$10.25	\$11.00	\$12.00	30	44	44	\$801,000	\$1,174,800	\$1,174,800
104	CNC Knife Operator	2, 3, 4	\$10.25	\$11.00	\$12.00	1	1	1	\$26,700	\$26,700	\$26,700
106	Calendar Unit/Dip Unit Operators	2, 3, 4	\$10.25	\$11.00	\$12.00	0	6	6	\$0	\$160,200	\$160,200
107	Spray & Vac Bag	2, 3, 4	\$10.25	\$11.00	\$12.00	4	7	7	\$106,800	\$186,900	\$186,900
109	Fittings	2, 3, 4	\$10.25	\$11.00	\$12.00	32	32	32	\$854,400	\$854,400	\$854,400
110	CAS	2, 3, 4	\$10.25	\$11.00	\$12.00	0	2	2	\$0	\$53,400	\$53,400
113	Forms	2, 3, 4	\$10.25	\$11.00	\$12.00	18	24	24	\$480,600	\$640,800	\$640,800
201	Shipping	2, 3, 4	\$10.25	\$11.00	\$12.00	1	2	2	\$26,700	\$53,400	\$53,400
203	Trucker/Fork Lift Operator (CDL)	2, 3, 4	\$10.25	\$11.00	\$12.00	1	1	1	\$26,700	\$26,700	\$26,700
204	Fork Lift Operator (No CDL)	3, 4	\$10.25	\$11.00	\$11.00	1	2	2	\$24,475	\$48,950	\$48,950
002	Maintenance	1, 2, 3	\$11.00	\$12.00	\$13.00	2	4	4	\$57,850	\$115,700	\$115,700
301	Inspection (Quality)	1, 2, 3	\$11.00	\$12.00	\$13.00	7	10	19	\$202,475	\$289,250	\$289,250
302	Fuel Test (Quality)	1, 2, 3	\$11.00	\$12.00	\$13.00	2	2	2	\$57,850	\$57,850	\$57,850
116	Coated Fabrics	C, 1, 2	\$12.00	\$13.00	\$14.00	0	3	3	\$0	\$93,450	\$93,450
402	Tooling - Builder	C, 1, 2	\$12.00	\$13.00	\$14.00	1	2	2	\$31,150	\$62,300	\$62,300
	Total					151	219	218	\$4,002,775	\$5,812,256	\$5,787,781

*Wages include 7% OT

Labor Grade	Proposed Rate
A	\$16.00
B	\$15.00
C	\$14.00
1	\$13.00
2	\$12.00
3	\$11.00
4	\$10.25
5	\$9.50

Hourly Wage	Count
\$9.50	24
\$10.25	174
\$11.00	16
\$12.00	5
	219

Notes:

1) An employee is hired in at the lowest (pay) labor grade for their job code and automatically progresses to the next higher labor grade every six months until the top of the labor grade is reached. For example, a Labor Code 101 Builder hires in a \$10.25/hr. and after 6 months is automatically moved to \$11.00/hr. and after another 6 months automatically moves to top of grade at \$12.00/hr.

2) An incentive bonus plan will be offered to all hourly employees. For every point of efficiency earned over 100%, the employees will receive a \$0.10/hr. bonus (paid monthly). We believe, based on past performance in Magnolia, that at least 120% efficiency is very doable. For example, an employee who works 168 hours/mo. at 120% efficiency would receive 120%-100% = 20 pts., 20 x \$0.10 = \$2.00, \$2.00 x 168 = \$336 Bonus. A standards review may be performed which would adjust actual hours; however, the bonus amount would remain basically unchanged.

3) A semi-annual profit sharing plan will pay hourly employees equally (based on actual hours worked during the month) out of a 7.5% of profits pool.

4) A 401K plan will be offered at a 100% match to 3%.

AMFUEL Salaried Labor										
Job Classification	Starting Wage Minimum	Hourly Wage	Starting Wage Maximum	Existing Position	# Employed Year 1	# Employed Year 2	# Employed Year 3	\$ Employed Year 1	\$ Employed Year 2	\$ Employed Year 3
Materials	\$28,000	\$14	\$48,000	\$46,000	2	3	3	\$92,000	\$138,000	\$138,000
Production Control	\$30,000	\$15	\$42,000	\$36,000	3	4	5	\$108,000	\$144,000	\$180,000
AP/AR	\$35,000	\$18	\$50,000	\$39,000	1	1	1	\$39,000	\$39,000	\$39,000
HR Generalist	\$35,000	\$18	\$45,000	\$40,000	1	1	1	\$40,000	\$40,000	\$40,000
Supplier Mgmt	\$35,000	\$18	\$75,000	\$40,000	1	1	1	\$40,000	\$40,000	\$40,000
Exec. Admin. Asst.	\$35,000	\$18	\$50,000		1	1	1	\$42,500	\$42,500	\$42,500
Payroll	\$40,000	\$20	\$55,000	\$45,000	1	1	1	\$45,000	\$45,000	\$45,000
OPS Supervision	\$40,000	\$20	\$80,000	\$65,000	8	12	12	\$520,000	\$780,000	\$780,000
Sales Administrator	\$45,000	\$23	\$60,000		1	1	1	\$52,500	\$52,500	\$52,500
Cost Accountant	\$45,000	\$23	\$75,000	\$52,000	1	1	1	\$52,000	\$52,000	\$52,000
Liquid Logistics Sales	\$50,000	\$25	\$75,000		1	1	1	\$62,500	\$62,500	\$62,500
QA	\$50,000	\$25	\$75,000	\$63,000	3	4	4	\$189,000	\$252,000	\$252,000
Manufacturing Eng	\$50,000	\$25	\$80,000	\$70,000	5	8	10	\$350,000	\$560,000	\$700,000
Engineers	\$50,000	\$25	\$95,000	\$65,000	4	6	10	\$260,000	\$390,000	\$650,000
HR Manager	\$60,000	\$30	\$85,000	\$65,000	1	1	1	\$65,000	\$65,000	\$65,000
QA Manager	\$60,000	\$30	\$85,000	\$65,000	1	1	1	\$65,000	\$65,000	\$65,000
Mfg Engr Manager	\$60,000	\$30	\$90,000	\$65,000	1	1	1	\$65,000	\$65,000	\$65,000
EH&S/Facility Mgr	\$60,000	\$30	\$85,000		1	1	1	\$72,500	\$72,500	\$72,500
Materials Manager	\$65,000	\$33	\$90,000	\$82,500	1	1	1	\$82,500	\$82,500	\$82,500
Controller	\$75,000	\$38	\$90,000		1	1	1	\$82,500	\$82,500	\$82,500
Engineering Mgr	\$85,000	\$43	\$115,000		0	1	1	\$0	\$100,000	\$100,000
VP Operations		\$60		\$120,000	1	1	1	\$120,000	\$120,000	\$120,000
VP Bus Dev		\$60		\$120,000	1	1	1	\$120,000	\$120,000	\$120,000
President		\$85		\$170,000	1	1	1	\$170,000	\$170,000	\$170,000
Total					42	55	62	\$2,735,000	\$3,580,000	\$4,016,000

Hourly Wage	Count
\$14	3
\$15	5
\$18+	54
	62

Notes:

- 1) A semi-annual profit sharing plan will pay non-bonus eligible salaried employees equally (based on actual hours worked during the month) out of a TBD% profits pool.
- 2) A 401K plan will be offered at a 100% match to 5%.
- 3) Company/employee paid medical will be offered as well as employee paid Dental and Vision plans.

**4A Corporation Financial Statement
7/28/2015**

	<u>Previously Approved</u>	<u>FY 13 Actual</u>	<u>Adopted FY 14 Budget</u>	<u>FY 14 Actual</u>	<u>Adopted FY 15 Budget</u>	<u>YTD FY 15 Actual</u>
Revenue						
Sales Taxes		\$ 3,677,061	\$ 3,634,248	\$ 3,732,923	\$ 3,798,949	\$ 2,440,123
Other Rents (ATCO Lease)		\$ 106,800	\$ 106,800	\$ 106,800	\$ 106,800	\$ 80,100
Reimbursements		\$ 35,062	\$ 28,711	\$ 649,096	\$ 29,750	\$ 29,061
Interest		\$ 14,844	\$ 16,500	\$ 5,114	\$ 5,000	\$ 6,067
Project Repayment (Travel Center)			\$ 81,327	\$ 81,327	\$ 81,327	\$ 67,773
Sale of Assets				\$ 367,430	\$ -	
Total Revenues		<u>\$ 3,833,767</u>	<u>\$ 3,867,586</u>	<u>\$ 4,942,690</u>	<u>\$ 4,021,826</u>	<u>\$ 2,623,124</u>

Completed / Closed Projects

Wichita Clutch (09/2014)	\$ 740,000	\$ 300,000				
WF Downtown Travel Center	\$ 243,980	\$ 243,980				
Cryovac (12/2014)	\$ 272,000			\$ 252,000		
PITF Community Promo - Phase 1	\$ 750,000	\$ 123,556		\$ 70,026		
PPG Reclaim Water Facilities			\$ 1,145,000	\$ 1,145,000		
Carter Copter Aircraft Devt (10/2013)	\$ 4,000,000	\$ 545,016		\$ -		
Ameri-Kal Vitamin Manufact. (09/2014)	\$ 75,000	\$ 18,000		\$ -		
Tobol Industries (1/2014)	\$ 196,750	\$ 123,199		\$ -		
Ulm Corp. (4/2016)	\$ 2,396,400	\$ 600,000		\$ -		

Annual Programs

Ad Valorem Tax	\$ 29,705	\$ 28,711	\$ 28,752	\$ 29,750	\$ 29,237
Professional Fees	\$ 24,844	\$ 30,000	\$ 9,599	\$ 30,000	\$ 5,668
CCI-Contract	\$ 341,314	\$ 401,895	\$ 381,905	\$ 405,742	\$ 192,423
Regional Marketing Taskforce	\$ 100,000	\$ 100,000	\$ 100,000	\$ 124,474	\$ 62,237
SMAC	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 75,000
Downtown WF Devlpmt, Inc. (NOTE 1)	\$ 75,000	\$ 75,000	\$ 75,000	\$ 100,000	\$ 100,000
Business Plan Contest (Lalani)	\$ 27,500	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Business Park Maintenance	\$ 82,116	\$ 97,281	\$ 79,216	\$ 99,023	
Water/Sewer Sanitation	\$ 5,102	\$ 7,500	\$ 2,675	\$ 7,500	\$ 2,806
Electricity	\$ 338	\$ 600	\$ 261	\$ 600	\$ 90
City Administrative Expense	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
WF Regional Airport Facilities (2033)		\$ 140,000	\$ 140,000	\$ 140,000	

Open Projects (Termination Date: MM/YYYY)

PITF Community Promo - Phase 2			\$ 200,000		\$ 200,000	\$ 42,090
ED Strategic Planning					\$ 20,000	
Excalibur Paint and Coatings (02/2017)	\$ 1,500,000	\$ 115,722	\$ (500,000)	\$ -		
Arrow Manufacturing (01/2015)	\$ 178,250			\$ 70,000		
Tryer Process Equipmt 2012 (12/2014)	\$ 112,000	\$ 28,000		\$ -		
Hlth Care Svcs Corp (BCBS) (12/2018)	\$ 820,000	\$ 670,000				
Nocona Transport (3/2019)	\$ 216,000	\$ 24,000		\$ 24,000		
Eagle Rail Car Services (10/2020)	\$ 928,800			\$ 500,000		\$ 352,000
Lone Star Milk Producers (01/2016)			\$ 116,000			
Cryovac -- Printer Install (4/2016)			\$ 304,280			
Arrow MP Downhole Project			\$ 208,250			\$ 118,750
Hunting Titan			\$ 185,500			
Lone Star Milk Transport (06/2017)				\$ 310,364		
Safety Design USA (06/2018)				\$ 688,500		
Alcoa Water Treatment Project				\$ 1,200,000		
Sealed Air - Cryovac IP Water Reuse				\$ 300,000		
Eagle Rail Car -- Project II				\$ 928,800		
Cobra Kai Simulator Project				\$ 140,000		\$ 140,000
Pratt & Whitney Technology				\$ 1,815,000		
AMFUEL Project				\$ 2,010,750		

Total Expenditures	<u>\$ 3,627,392</u>	<u>\$ 2,720,017</u>	<u>\$ 3,058,434</u>	<u>\$ 8,730,503</u>	<u>\$ 1,150,301</u>
Revenues Less Expenses	<u>\$ 206,375</u>	<u>\$ 1,147,569</u>	<u>\$ 1,884,256</u>	<u>\$ (4,708,677)</u>	<u>\$ 1,472,823</u>
Beginning Cash Balance	\$ 15,364,061	\$ 16,473,255	\$ 15,570,434	\$ 17,490,716	\$ 17,454,690
Ending Cash Balance	<u>\$ 15,570,434</u>	<u>\$ 17,620,824</u>	<u>\$ 17,454,690</u>	<u>\$ 12,782,039</u>	<u>\$ 18,927,513</u>
Reserved For Encumbrances	\$ 7,618,935	\$ 9,164,865	\$ 2,453,080	\$ 2,453,080	\$ 10,032,769
Unreserved Fund Balance	<u>\$ 7,951,499</u>	<u>\$ 8,455,959</u>	<u>\$ 15,001,610</u>	<u>\$ 10,328,959</u>	<u>\$ 8,894,744</u>

CITY COUNCIL AGENDA
August 4, 2015

ITEM/SUBJECT: Resolution renaming the Wichita Falls Downtown Travel Center to the Clarence Muehlberger Downtown Travel Center

INITIATING DEPT: Aviation, Traffic, & Transportation

COMMENTARY: A request has been made to the City Council to rename the *Wichita Falls Downtown Travel Center* to the *Clarence Muehlberger Downtown Travel Center*.

Mr. Muehlberger worked diligently for many years to improve the highway infrastructure around Wichita Falls and the adjoining region during the 1950s, 1960s, and 1970s. It was through his efforts, along with other Community leaders, that encouraged the Texas Department of Transportation (TxDOT) to begin building the freeway system in Wichita Falls in the early 1960s. His work was recognized by TxDOT in 2001 when they awarded Mr. Muehlberger the "Texas Road Hand" Award. This award is the highest honor TxDOT gives to a private citizen. Mr. Muehlberger's efforts literally laid the foundation for several local highway projects, such as Henry Grace Freeway, Central Freeway, East Central Freeway, Northwest Freeway, and Kell Boulevard.

In addition to recognizing Mr. Muehlberger's contributions to transportation, renaming the Travel Center also honors his civic pride in downtown Wichita Falls. His grandfather opened Muehlberger's Men's Wear in downtown Wichita Falls, and Clarence Muehlberger continued that family tradition for another 30 years after taking over the business. As a result, renaming the Downtown Travel Center after Mr. Muehlberger recognizes his contributions to both transportation and Downtown.

Staff recommends the approval of this resolution. It is anticipated that it will cost approximately \$7,000 to change the signage at the Travel Center. Because of the building's ties to the Public Transportation Division, Federal Transit Funds will be used to pay for 80% of the cost of the new signage. It is also anticipated that staff will host a formal "unveiling" of the new name once the signs are in place, and the public will be invited. Staff will also work with local citizens to further set up a small display within the Travel Center to recognize Mr. Muehlberger and TxDOT's contribution to the Community and region.

☒ **Director, Aviation, Traffic, & Transportation**

ASSOCIATED INFORMATION: Resolution

☐ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

**Resolution renaming the Wichita Falls Downtown Travel Center to
the Clarence Muehlberger Downtown Travel Center**

WHEREAS, Mr. Clarence Muehlberger dedicated his life to improving the highway and transportation infrastructure in Wichita Falls and the surrounding region; and,

WHEREAS, Mr. Muehlberger's tireless efforts are seen through the completion of several highways and freeways in Wichita Falls and the surrounding area and are considered exemplary and longlasting contributions to the City;

WHEREAS, in honor and recognition of Mr. Clarence Muehlberger, the City Council deems it in the public interest to change the name of the Wichita Falls Downtown Travel Center to the Clarence Muehlberger Downtown Travel Center; and,

WHEREAS, prior restrictions pertaining to the naming of city buildings are waived in regards to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The Wichita Falls Downtown Travel Center will now be formally known as the Clarence Muehlberger Downtown Travel Center.

PASSED AND APPROVED this the 4th day of August, 2015.

M A Y O R

ATTEST:

City Clerk

CITY COUNCIL AGENDA
August 4, 2015

ITEM/SUBJECT: Resolution approving the 2015-2019 Consolidated Plan and 2015 Annual Action Plan of the City of Wichita Falls to include any and all revisions to the plans approved by the U.S. Department of Housing and Urban Development (HUD), to allocate FY 2015 Community Development Block Grant (CDBG) funds in the amount of \$1,085,473, FY 2015 HOME Investment Partnership Program (HOME) funds in the amount of \$241,794, and re-allocate \$100,000 in FY 2013 CDBG funds; authorizing submission of the Plans to HUD; and authorizing the City Manager to execute HUD Grant Applications and Agreements to implement the approved Plans, to include any and all revisions approved by HUD.

INITIATING DEPT: Community Development/Neighborhood Resources

COMMENTARY: The City Council conducted a Public Hearing and heard a presentation on the proposed 2015-2019 Consolidated Plan and 2015 Annual Action Plan at the July 21, 2015 meeting. This resolution will approve the 2015-2019 Consolidated Plan as described in the presentation from JQuad Planning Group, and 2015 Annual Action Plan which allocates \$1,085,473 of Community Development Block Grant (CDBG) funds, \$241,794 of HOME Investment Partnership Program (HOME) funds, and the re-allocation of \$100,000 of FY 2013 CDBG funds. The resolution will also authorize the City Manager to submit the Plans to HUD for review and approval and execute Grant Agreements and Contracts to implement the approved plans, including any and all revisions approved by HUD. The 2015 Annual Action Plan allocation budget is as follows:

CDBG: Non-Profit Agencies

Child Care, Inc. / <i>Child care subsidies for low-income working families</i>	\$113,974
Senior Citizens Services of North Texas / <i>Meals on Wheels Program</i>	\$48,846
Christmas in Action / <i>Home repair for elderly and handicapped owners</i>	\$68,500
First Step, Inc. / <i>Replace security system in domestic violence shelter</i>	\$15,953
Early Head Start / <i>Install awning at building entrance</i>	\$6,500
TOTAL CDBG Funds: Non-profit Agencies	\$253,773

CDBG: City Departments

Code Enforcement / <i>Demolition and clearance of hazardous structures</i>	\$218,606
Code Enforcement / <i>Administration & operational costs</i>	\$60,000

Public Works / Replacement of failing waterlines	\$100,000
Public Works / CDBG concrete training crew- handicapped ramps	\$110,000
Grant Administration / Operational & administrative costs for CDBG-eligible activities	\$217,094
Parks / Improvements to Bridwell and Lynwood East parks	\$41,000
Minor Repair Program / Minor home repair for low-income homeowners	\$85,000
Emergency Repair Program / Immediate need home repair for low-income households	\$60,000
CDBG Program Delivery Costs / Minor & Emergency Repair Programs	\$40,000
TOTAL CDBG Funds: City departments	\$931,700

HOME Program

First-Time Homebuyer Program with Minor Repair / Acquisition assistance costs for down payment, closing costs, minor repairs	\$113,845
Affordable Housing Program / Mortgage buy-down for Habitat home buyers	\$67,500
CHDO Set-Aside / Statutory 15% of Entitlement amount	\$36,270
HOME Administration / Operational & administrative costs for HOME-eligible activities	\$24,179
TOTAL HOME Funds	\$241,794

☒ Deputy City Manager

☒ Assistant Director of Community Development

ASSOCIATED INFORMATION:

☒ Budget Office Review:

☒ City Attorney Review:

☒ City Manager Approval

Resolution No. _____

Resolution approving the City of Wichita Falls 2015-2019 Consolidated Plan and 2015 Annual Action Plan to allocate Community Development Block Grant (CDBG) funds in the amount of \$1,085,473, FY 2015 HOME Investment Partnership Program (HOME) funds in the amount of \$241,794, and re-allocate \$100,000 in FY 2013 CDBG funds received as Entitlement Grants from the U.S. Department of Housing and Urban Development (HUD), authorize the City Manager to submit Plans to HUD for review and approval and to execute HUD Grant Applications and Grant Agreements to implement the approved Plans, to include any and all revisions approved by HUD.

WHEREAS, the City of Wichita Falls, acting in its capacity as a HUD Entitlement Grantee, administers federally-funded programs to benefit the community; and,

WHEREAS, the City Council Committee on Outside Agencies has met with and considered requests from local non-profit organizations and City departments who have applied for funding; and,

WHEREAS, the City Council has held a Public Hearing to receive citizen input; and,

WHEREAS, during the Public Hearing, the full City Council considered citizen comments and has reviewed the proposed use of funds,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. The City Council of Wichita Falls, Texas hereby approves and adopts the 2015-2019 Consolidated Plan and 2015 Annual Action Plan that will provide for developing, implementing, and administering eligible programs and activities through the CDBG and HOME Programs.

2. The City of Wichita Falls, acting in its capacity as a HUD Entitlement Grantee, is authorized to apply for \$1,085,473, in FY 2015 CDBG funding, \$241,794 in FY 2015 HOME funding and to reallocate \$100,000 in FY 2013 CDBG funding. Such funding shall be utilized for eligible projects, activities, and administrative costs.

3. The City Council authorizes the City Manager to submit the Consolidated Plan and Annual Action Plan to the U.S. Department of Housing and Urban Development for review and approval, execute any and all agreements, amendments, and other documents necessary to implement the aforementioned Consolidated Plan and Annual Action Plan, to include any and all revisions approved by HUD.

PASSED AND APPROVED this the 4th day of August, 2015.

M A Y O R

ATTEST:

City Clerk

**CITY COUNCIL AGENDA
AUGUST 4, 2015**

ITEM/SUBJECT: Resolution authorizing award of bid to various vendors for the City's annual supply of bulk chemicals for water and wastewater treatment

INITIATING DEPT: Finance/Purchasing

COMMENTARY: We have completed the bid process for the City's estimated annual requirement of bulk chemicals used for treatment of water and wastewater. Most water treatment chemicals are bid for one year, with a one year renewal upon agreement of the parties.

Bids were requested for (21) chemicals. Attached is a brief summary of how each chemical is used and the bid tabulation. Highlighted items are staff recommendations for bid award. A cost summary of 2013 and 2015 is included for Council information. The total estimated cost for the competitively bid products is \$1,740,896.41.

Polymer is used for several different applications in the Water Purification and Wastewater Treatment process. The Wastewater Treatment process uses considerable polymer and has budgeted \$144,500 for the estimated requirement for FY 2015-16. For many years, the bid process for polymer included in-plant testing with only qualified products allowed to bid. Each time the testing process took place, only one vendor was able to meet the test requirements. Because only one vendor can meet our testing requirements, staff requested a 'sole source' purchase for polymer from Polydyne Corporation. That sole source purchase estimated to be \$144,500 is included in this award as well, bringing the total purchase to \$1,885,396.41.

Staff recommends award of bid for water treatment chemicals as indicated.

☒ **Director of Finance** ☒ **Purchasing Agent** ☒ **Director of Public Works**

ASSOCIATED INFORMATION: Resolution, Bid Tabulation

BUDGET CERTIFICATION (Account No./Amount): (550-8140-70110) / (550-8143-70110) / (550-8135-70110) / (Chemicals are ordered on an "as needed basis.)

☒ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**

RESOLUTION NO. _____

Resolution authorizing award of bid to various vendors for the City's annual supply of chemicals for Water and Wastewater Treatment

WHEREAS, the City of Wichita Falls advertised and requested bids for the purchase of the annual supply of chemicals for water and wastewater treatment; and,

WHEREAS, bids were received and publically opened on June 22, 2015; and,

WHEREAS, the City Council desires to purchase chemicals for the City's water and wastewater treatment operations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

Authorization is granted to award bids for the purchase of bulk chemicals for water and wastewater treatment as follows:

- Liquid Sodium Hypochlorite to DPC Industries in the amount of \$14,355.00.
- Liquid Sulfuric Acid to Univar USA in the amount of \$39,208.00.
- Liquid Sodium Chlorite to Evoqua Water Technologies, LLC in the amount of \$128,760.00.
- Hydrofluorosilic Acid to Pennco, Inc. in the amount of \$37,700.00.
- Liquid Ferric Sulfate to Pennco, Inc. in the amount of \$260,496.00.
- Potassium Permanganate to Brenntag Southwest, Inc. in the amount of \$8,155.82.
- Anhydrous Ammonia to Airgas Specialty Products, Inc. in the amount of \$72,800.00.
- Calcium Oxide to Texas Lime Company in the amount of \$480,000.00.
- Copper Sulfate to Chameleon Industries, Inc. in the amount of \$12,000.00.
- Liquid Carbon Dioxide to Poet Ethanol Products in the amount of \$76,125.00.
- Liquid Chlorine to DPC Industries in the amount of \$262,020.00.
- Liquid Citric Acid to Brenntag Southwest, Inc. in the amount of \$33,984.82.
- Liquid Sodium Bisulfite to Brenntag Southwest, Inc. in the amount of \$49,424.25.
- Liquid Sodium Hydroxide to Univar USA in the amount of \$11,027.25.
- Citric Acid (Food Grade) to Brenntag Southwest, Inc. in the amount of \$3,391.60.
- Powdered Activated Carbon to Brenntag Southwest, Inc. in the amount of \$7,665.00.
- Wacker Silfoam to Carus Corporation in the amount of \$12,942.93.
- Aqua Mag to Brenntag Southwest, Inc. in the amount of \$4,342.75.

- Liquid Ammonium Sulfate to Chemtrade in the amount of \$36,400.00.
- Scale Inhibitor to Brenntag Southwest, Inc. in the amount of \$125,388.00.
- Sulfur Dioxide to DPC Industries in the amount of \$64,710.00.
- Polymer to Polydyne Corporation in the amount of \$144,500.00

PASSED AND APPROVED this the 4th day of AUGUST, 2015.

M A Y O R

ATTEST:

City Clerk

2015 ANNUAL REQUIREMENT BULK CHEMICALS

BID TABULATION

BID: 15-14
CHEMICAL: LIQUID SODIUM HYPOCHLORITE
PURPOSE: Chlorinating agent for RO plant
AMOUNT: 14,500 GAL

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 2.16	\$ 31,320.00
DPC INDUSTRIES	\$ 0.99	\$ 14,355.00
FSTI, INC	\$ 1.27	\$ 18,415.00
GASOCHEM	\$ 3.38	\$ 49,010.00
PETRA CHEMICAL	\$ 1.92	\$ 27,840.00
UNIVAR USA	\$ 2.98	\$ 43,210.00

BID: 15-15
CHEMICAL: LIQUID SULFURIC ACID 93%
PURPOSE: PH Adjustment for RO membrane
AMOUNT: 15,080 GAL

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	NO BID	
GEO SPECIALTY CHEMICALS	NO BID	
MAVERICK LOGISTICS	\$ 5.21	\$ 78,566.80
PVS CHEMICALS	\$ 3.90	\$ 58,812.00
UNIVAR USA	\$ 2.60	\$ 39,208.00

BID: 15-16
CHEMICAL: LIQUID SODIUM CHLORITE 25%
PURPOSE: Disinfectant to meet Federal Surface Water Treatment Rule
AMOUNT: 290,000 WET LBS

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	NO BID	
EVOQUA WATER TECHNOLOGIES, LLC	\$ 0.4440	\$ 128,760.00
UNIVAR USA	NO BID	

BID: 15-17
CHEMICAL: FLUORIDE (HYDROFLUORISILIC ACID)
PURPOSE: Fluoridation
AMOUNT: 14,500 GAL

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	NO BID	
PENCCO, INC	\$ 2.60	\$ 37,700.00
UNIVAR USA	\$ 3.00	\$ 43,500.00

2015 ANNUAL REQUIREMENT BULK CHEMICALS

BID TABULATION

BID: 15-18
CHEMICAL: LIQUID FERRIC SULFATE
PURPOSE: Coagulation
AMOUNT: 241,200 GAL

VENDOR	UNIT COST	EXTENDED COST
ALTIVIA	\$ 1.46	\$ 352,152.00
BRENNTAG SOUTHWEST, INC	NO BID	
CHEMTRADE CHEMICALS	\$ 1.0973	\$ 264,668.76
GEO SPECIALTY CHEMICALS	NO BID	
KEMIRA WATER SOLUTIONS	NO BID	
PENNCO, INC	\$ 1.080	\$ 260,496.00
UNIVAR USA	NO BID	

BID: 15-19
CHEMICAL: POTASSIUM PERMANGANATE
PURPOSE: Taste & Odor
AMOUNT: 4,350 LBS

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 1.8749	\$ 8,155.82
CHEMRITE, INC	\$ 2.12	\$ 9,222.00
F2 INDUSTRIES, LLC	\$ 2.14	\$ 9,309.00
UNIVAR USA	\$ 3.920	\$ 17,052.00

BID: 15-20
CHEMICAL: ANHYDROUS AMMONIA
PURPOSE: Form chloramines for disinfection
AMOUNT: 56 TONS

VENDOR	UNIT COST	EXTENDED COST
AIRGAS SPECIALTY PRODUCTS, INC	\$ 1,300.00	\$ 72,800.00
BRENNTAG SOUTHWEST, INC	\$ 1,353.79	\$ 75,812.24
TANNER INDUSTRIES, INC	\$ 1,349.00	\$ 75,544.00
UNIVAR USA	NO BID	

2015 ANNUAL REQUIREMENT BULK CHEMICALS

BID TABULATION

BID: 15-21
CHEMICAL: PEBBLE QUICKLIME (CALCIUM OXIDE)
PURPOSE: Softening
AMOUNT: 3,000 TONS

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	NO BID	
TEXAS LIME COMPANY	\$ 160.00	\$ 480,000.00
UNIVAR USA	NO BID	

BID: 15-22
CHEMICAL: COPPER SULFATE
PURPOSE: Control of algae
AMOUNT: 8,000 LBS

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 1.613	\$ 12,904.00
CHAMELEON INDUSTRIES INC	\$ 1.50	\$ 12,000.00
CHEMRITE, INC	\$ 1.62	\$ 12,960.00
GASOCHEM INTERNATIONAL LLC	\$ 1.65	\$ 13,200.00
GEO SPECIALTY CHEMICALS	NO BID	
UNIVAR USA	\$ 1.643	\$ 13,144.00

BID: 15-23
CHEMICAL: LIQUID CARBON DIOXIDE
PURPOSE: Stabilization
AMOUNT: 725 TONS

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	NO BID	
POET ETHANOL PRODUCTS	\$ 105.00	\$ 76,125.00
PRAXAIR	\$ 190.00	\$ 137,750.00
UNIVAR USA	NO BID	

BID: 15-24
CHEMICAL: LIQUID CHLORINE
PURPOSE: Disinfection in water and wastewater plants
AMOUNT: BULK - 250 TONS
 1-TON CYLINDERS - 160 TONS

VENDOR	BULK COST		1- TON CYLINDERS	
	UNIT	EXT	UNIT	EXT
BRENNTAG SOUTHWEST, INC	\$ 820.00	\$ 205,000.00	\$ 720.00	\$ 115,200.00
DPC INDUSTRIES	\$ 698.00	\$ 174,500.00	\$ 547.00	\$ 87,520.00
UNIVAR USA	NO BID			

2015 ANNUAL REQUIREMENT BULK CHEMICALS

BID TABULATION

BID: 15-25
CHEMICAL: LIQUID CITRIC ACID 50%
PURPOSE: Cleaning compound for micro-filter elements
AMOUNT: 5,830 GAL

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 5.8293	\$ 33,984.82
GASOCHEM INTERNATIONAL INC	\$ 7.50	\$ 43,725.00
HYDRO PLUS LLC	\$ 7.75	\$ 45,182.50
MAVERICK LOGISTICS	\$ 8.55	\$ 49,846.50
SHANNON CHEMICAL	\$ 7.77	\$ 45,299.10
UNIVAR USA	NO BID	

BID: 15-26
CHEMICAL: LIQUID SODIUM BISULFITE 38%
PURPOSE: Chlorine Neutralizer
AMOUNT: 75 TOTES (330 GAL PER TOTE)

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 658.99	\$ 49,424.25
MAVERICK LOGISTICS	\$ 767.00	\$ 57,525.00
UNIVAR USA	\$ 1,006.40	\$ 75,480.00

BID: 15-27
CHEMICAL: LIQUID SODIUM HYDROXIDE (CAUSTIC SODA)
PURPOSE: PH Adjustment
AMOUNT: 14,500 GAL

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 0.8413	\$ 12,198.85
DPC INDUSTRIES	\$ 0.912	\$ 13,224.00
FSTI, INC	\$ 0.973	\$ 14,108.50
GASOCHEM INTERNATIONAL LLC	\$ 1.4993	\$ 21,739.85
PETRA CHEMICAL COMPANY	\$ 1.59	\$ 23,055.00
UNIVAR USA	\$ 0.7605	\$ 11,027.25

2015 ANNUAL REQUIREMENT BULK CHEMICALS

BID TABULATION

BID: 15-28
CHEMICAL: CITRIC ACID (FOOD GRADE)
PURPOSE: Treatment of drinking water
AMOUNT: 4,000 LBS

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 0.8479	\$ 3,391.60
GASOCHEM INTERNATIONAL LLC	\$ 0.95	\$ 3,800.00
MAVERICK LOGISTICS	\$ 0.98	\$ 3,920.00
UNIVAR USA	\$ 0.865	\$ 3,460.00

BID: 15-29
CHEMICAL: POWDERED ACTIVATED CARBON
PURPOSE: Taste and odor
AMOUNT: 7 TONS

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 1,095.00	\$ 7,665.00
UNIVAR USA	\$ 2,088.00	\$ 14,616.00

BID: 15-30
CHEMICAL: WACKER SILFOAM
PURPOSE: De-foaming agent for RO plant
AMOUNT: 21 drums (55 gallons per drum)

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 659.50	\$ 13,849.50
CARUS CORPORATION	\$ 616.33	\$ 12,942.93
MAVERICK LOGISTICS	\$ 725.00	\$ 15,225.00
UNIVAR USA	NO BID	

BID: 15-31
CHEMICAL: AQUA MAG
PURPOSE: To enhance coagulation
AMOUNT: 7,250 LBS

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 0.599	\$ 4,342.75
CARUS CORPORATION	\$ 0.616	\$ 4,466.00
F2 INDUSTRIES, LLC	\$ 0.63	\$ 4,567.50
SHANNON CHEMICAL CORPORATION	\$ 0.637	\$ 4,618.25
UNIVAR USA	NO BID	

2015 ANNUAL REQUIREMENT BULK CHEMICALS

BID TABULATION

BID: 15-32
CHEMICAL: LIQUID AMMONIUM SULFATE
PURPOSE: Generation of Chloramine disinfectants for water treatment
AMOUNT: 40,000 GAL

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	\$ 1.173	\$ 46,920.00
CHAMELEON INDUSTRIES INC	\$ 0.9490	\$ 37,960.00
CHEMTRADE	\$ 0.91	\$ 36,400.00
HYDRO PLUS, LLC	\$ 0.95	\$ 38,000.00
UNIVAR USA	NO BID	

BID: 15-33
CHEMICAL: SCALE INHIBITOR / ANTI-SCALANT
PURPOSE: Control of Scale in RO Plant
AMOUNT: 17,200 GAL

VENDOR	UNIT COST	EXTENDED COST
AMERICAN WATER CHEMICALS, INC DBA ALKEMA SOLUTIONS, INC	\$ 9.12	\$ 156,864.00
BRENNTAG SOUTHWEST, INC	\$ 7.29	\$ 125,388.00
UNIVAR USA	NO BID	

BID: 15-34
CHEMICAL: SULFUR DIOXIDE
PURPOSE: Dechlorination of Wastewater Effluent
AMOUNT: 90 TONS

VENDOR	UNIT COST	EXTENDED COST
BRENNTAG SOUTHWEST, INC	NO BID	
DPC INDUSTRIES	\$ 719.00	\$ 64,710.00
UNIVAR USA	NO BID	

RFQ: Pre-Bid Testing
CHEMICAL: POLYMER

VENDOR	COST
POLYDYNE CORP. (SOLE SOURCE)	\$ 144,500.00

BID	QTY	UOM	DESCRIPTION	TOTAL 2013*	TOTAL 2015
15-14	14,500	GAL	LIQUID SODIUM HYPOCHLORITE	13,630.00	\$ 14,355.00
15-15	15,080	GAL	LIQUID SULFURIC ACID	51,875.20	\$ 39,208.00
15-16	290,000	WET LBS	SODIUM CHLORITE	125,396.00	\$ 128,760.00
15-17	14,500	GAL	FLUORIDE (HYDROFLUORISILIC ACID)	49,060.75	\$ 37,700.00
15-18	241,200	GAL	LIQUID FERRIC SULFATE	223,592.40	\$ 260,496.00
15-19	4,350	LBS	POTASSIUM PERMANGANATE	9,309.00	\$ 8,155.82
15-20	56	TONS	ANYDROUS AMMONIA	74,088.00	\$ 72,800.00
15-21	3,000	TONS	PEBBLE QUICKLIME (1/4")	468,450.00	\$ 480,000.00
15-22	8,000	LBS	COPPER SULFATE	13,760.00	\$ 12,000.00
15-23	725	TONS	LIQUID CARBON DIOXIDE	83,375.00	\$ 76,125.00
15-24	250	TONS	LIQUID CHLORINE (BULK)	175,000.00	\$ 174,500.00
	160	TONS	LIQUID CHLORINE (1-TON CYLINDERS)	81,120.00	\$ 87,520.00
15-25	5,830	GAL	LIQUID CITRIC ACID	46,640.00	\$ 33,984.82
15-26	75	TOTE	LIQUID SODIUM BISULFITE	51,150.00	\$ 49,424.25
15-27	14,500	GAL	LIQUID SODIUM HYDROXIDE (CAUSTIC)	12,198.85	\$ 11,027.25
15-28	4,000	LBS	CITRIC ACID (FOOD GRADE)	3,920.00	\$ 3,391.60
15-29	7	TONS	POWDERED ACTIVATED CARBON	8,043.00	\$ 7,665.00
15-30	21	DRM	WACKER SILFOAM	15,225.00	\$ 12,942.93
15-31	7,250	LBS	AQUAMAG	4,712.50	\$ 4,342.75
15-32	40,000	GAL	LIQUID AMMONIUM SULFATE	37,980.00	\$ 36,400.00
15-33	17,200	GAL	SCALE INHIBITOR	161,680.00	\$ 125,388.00
15-34	90	TONS	SULFUR DIOXIDE	62,910.00	\$ 64,710.00
RFQ			POLYMER (SOLE SOURCE)	136,000.00	\$ 144,500.00
2015-2016 BUDGET \$1,644,118				1,909,115.70	\$ 1,885,396.41

Difference: \$ (23,719.29)

CITY COUNCIL AGENDA
August 4, 2015

ITEM/SUBJECT: Resolution awarding bid and contract for the 2015 Sanitary Sewer Lift Station 65 Extension Project to MH Civil Constructors, Inc. in the amount of \$930,604.34

INITIATING DEPT: Public Works / Engineering

COMMENTARY: On July 21, 2015, bids were opened for the 2015 Sanitary Sewer Lift Station 65 Extension Project (CWF15-542-22). This project is generally described as the installation of an 18" and 10" sanitary sewer main, and associated work. The purpose of the project is to relieve surcharging of wastewater collection system south of Hwy 287. The project will reduce sewer overflows by removing the prison wastewater flow from the smaller deteriorated clay tile lines. The project is also sized to accommodate future development in the area and will eliminate an existing lift station from the collection system, which will reduce O&M costs on the system. The engineer's estimate for this project is \$1,000,000.00.

The bids received for this project are as follows:

<u>COMPANY</u>	<u>AMOUNT</u>
MH Civil Constructors, Inc. – Amarillo, TX	\$ 930,604.34
Bowles Construction Company – Wichita Falls, TX	\$1,173,440.00
Earth Builders, L.P. – Wichita Falls, TX	\$1,674,640.00

Construction of this project should require approximately 180 consecutive days to complete. Staff has verified references of the contractor and recommends award of the contract to MH Civil Constructors, Inc. in the amount of \$930,604.34, based on unit price quantities.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution, Location Map, Bid Tab

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution awarding bid and contract for the 2015 Sanitary Sewer Lift Station 65 Extension Project to MH Civil Constructors, Inc. in the amount of \$930,604.34

WHEREAS, the City of Wichita Falls has advertised for bids for the 2015 Sanitary Sewer Lift Station 65 Extension Project; and,

WHEREAS, it is found that the lowest responsible bidder is MH Civil Constructors, Inc., which made a unit price bid with an estimated total of \$930,604.34.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The unit price bid for the 2015 Sanitary Sewer Lift Station 65 Extension Project is awarded to MH Civil Constructors, Inc., in an estimated total amount of \$930,604.34, and the City Manager is authorized to execute a contract for the City with said Contractor for the construction of such project.

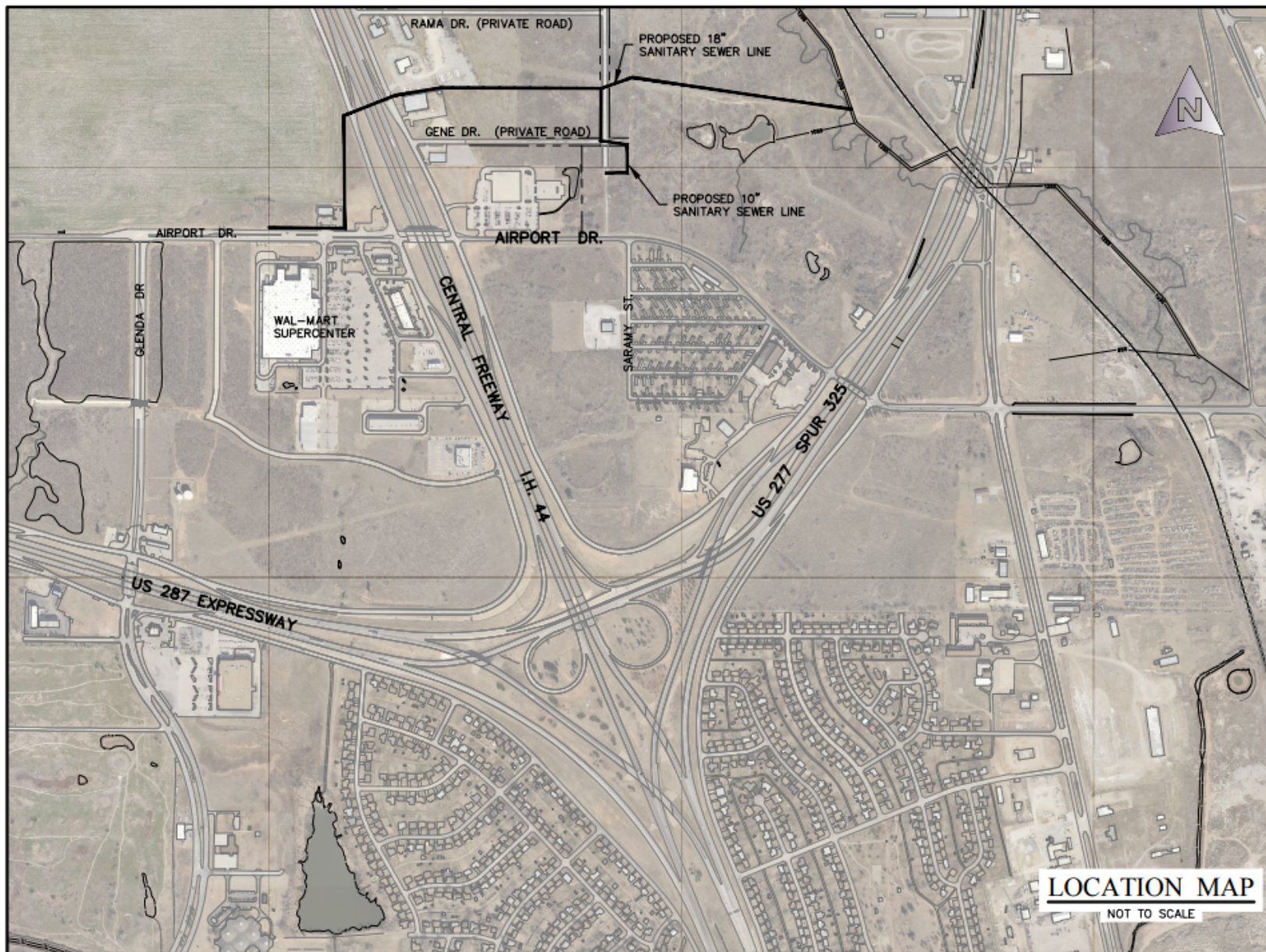
PASSED AND APPROVED this the 4th day of August, 2015.

MAYOR

ATTEST:

City Clerk

2015 SANITARY SEWER LIFT STATION 65 EXTENSION PROJECT



2015 SANITARY SEWER LIFT STATION 65 EXTENSION PROJECT - BID TAB				Engineer Estimate	MH Civil Constructors, Inc.		Bowles Construction Company	
ESTIMATED QUANTITIES					Price	Cost	Price	Cost
Pay Item	Description	Unit	Totals					
3.0M	MOBILIZATION	LS	1		\$ 35,579.70	\$ 35,579.70	\$55,000.00	\$ 55,000.00
107.19.3	TRENCH SAFETY	LF	5,370		\$ 7.20	\$ 38,664.00	\$ 1.00	\$ 5,370.00
203.3	SITE PREPARATION	LS	1		\$ 92,376.88	\$ 92,376.88	\$55,000.00	\$ 55,000.00
501-F	18" FUSIBLE SANITARY SEWER PIPE	LF	360		\$ 74.25	\$ 26,730.00	\$ 95.00	\$ 34,200.00
501-18	18" SANITARY SEWER PIPE	LF	4,178		\$ 76.29	\$ 318,739.62	\$ 140.00	\$ 584,920.00
501-10	10" SANITARY SEWER PIPE	LF	832		\$ 55.35	\$ 46,051.20	\$ 80.00	\$ 66,560.00
502.1-DMH	5' MANHOLE > 10FT DEPTH	EA	12		\$ 10,110.43	\$ 121,325.16	\$ 8,000.00	\$ 96,000.00
502.1-MH	5' MANHOLE < 10FT DEPTH	EA	4		\$ 7,198.20	\$ 28,792.80	\$ 6,000.00	\$ 24,000.00
502.1-FMG	FORCE MAIN TO GRAVITY MANHOLE	EA	1		\$ 59,973.07	\$ 59,973.07	\$46,000.00	\$ 46,000.00
502.12-RRMH	REMOVE AND REPLACE EXISTING MANHOLE	EA	2		\$ 7,137.01	\$ 14,274.02	\$ 6,500.00	\$ 13,000.00
502.1-SS	SPECTRA SHIELD MANHOLE COATING	SF	370		\$ 23.68	\$ 8,761.60	\$ 25.00	\$ 9,250.00
503	STEEL CASING & BORE	LF	323		\$ 315.68	\$ 101,964.64	\$ 455.00	\$ 146,965.00
503.3	18" BORE UNDER DRIVEWAY	LF	65		\$ 255.35	\$ 16,597.75	\$ 95.00	\$ 6,175.00
506.8-4	CUT AND PLUG 4" SANITARY SEWER	EA	2		\$ 1,231.23	\$ 2,462.46	\$ 1,500.00	\$ 3,000.00
506.8-8	CUT AND PLUG 8" SANITARY SEWER	EA	2		\$ 1,260.56	\$ 2,521.12	\$ 2,000.00	\$ 4,000.00
506.8-10	CUT AND PLUG 10" SANITARY SEWER	EA	2		\$ 1,308.41	\$ 2,616.82	\$ 2,000.00	\$ 4,000.00
801	TEMPORARY BARRICADING & TRAFFIC CONTROL	LS	1		\$ 13,173.50	\$ 13,173.50	\$20,000.00	\$ 20,000.00
Total				\$ 1,000,000.00	\$930,604.34		\$1,173,440.00	
					Earth Builders, L.P.			
					Price	Cost		
					\$ 80,000.00	\$ 80,000.00		
					\$ 2.00	\$ 10,740.00		
					\$120,000.00	\$ 120,000.00		
					\$ 270.00	\$ 97,200.00		
					\$ 180.00	\$ 752,040.00		
					\$ 130.00	\$ 108,160.00		
					\$ 12,000.00	\$ 144,000.00		
					\$ 9,000.00	\$ 36,000.00		
					\$ 30,000.00	\$ 30,000.00		
					\$ 20,000.00	\$ 40,000.00		
					\$ 30.00	\$ 11,100.00		
					\$ 650.00	\$ 209,950.00		
					\$ 250.00	\$ 16,250.00		
					\$ 500.00	\$ 1,000.00		
					\$ 800.00	\$ 1,600.00		
					\$ 800.00	\$ 1,600.00		
					\$ 15,000.00	\$ 15,000.00		
					\$1,674,640.00			

**CITY COUNCIL AGENDA
AUGUST 4, 2015**

ITEM/SUBJECT: Resolution authorizing expenditure by the City of Wichita Falls Police Department from the Federal Forfeiture and State Seized Fund Accounts in the amount of \$94,764.00 for the procurement of equipment not included in the FY 2014 / 2015 General Fund Budget

INITIATING DEPT: Police

COMMENTARY: The Organized Crime and Special Operations Section of the Wichita Falls Police Department are court awarded federal and state forfeiture funds, seized from cases involving criminal activity. These forfeited funds, with approval of the City Manager and City Council, are used to purchase equipment or other items needed by the Police Department that are not funded by the General Budget. Project's currently exists for which forfeited funds may be used, and those funds are presently available. The approval of this resolution will provide funding necessary in the procurement of equipment needed, for a total expenditure of \$94,764.00. See attached itemized list of expenditures.

☒ **Police Chief**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing expenditure by the City of Wichita Falls Police Department from the Federal Forfeiture and State Seized Fund Accounts in the amount of \$94,764.00 for the procurement of equipment not included in the fiscal year 2014 / 2015 general fund budget

WHEREAS, the City of Wichita Falls Police Department is awarded forfeited funds; and,

WHEREAS, certain programs and procurements may be funded entirely by the forfeiture fund accounts; and,

WHEREAS, the City of Wichita Falls Police Department has funding available in the amount of \$94,764.00 in the forfeiture funds; and,

WHEREAS, it is the desire of the City Council to authorize this expenditure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The expenditure of forfeiture funds in the amount of \$94,764.00 is hereby authorized for the purchase of unbudgeted equipment needed for Police Department.

PASSED AND APPROVED this the 4th day of August, 2015.

MAYOR

ATTEST:

City Clerk

Exhibit A

SUGGESTED EXPENDITURES & JUSTIFICATION FEDERAL FORFEITURE AND SEIZED FUNDS ACCOUNT

1. 1 ea. – Zebra Barcode Label Printer \$ 1,600.00
Current barcode reader is obsolete and not usable. Need to replace to allow for network connectivity and operation system compatibility.
2. 1 ea. – Desktop Computer \$ 1,200.00
This desktop computer will replace the current laptop computer that has reached end of life cycle. This computer is used by a Crimes against Children detective assigned at Patsy's House.
3. 1 ea. – Guardian L-3 Server \$ 6,000.00
The current L-3 server in use records investigative video and audio interviews. After many years of investigative interviews that have to be stored for future court hearings our remaining server space is critically low. This new server will at a minimum double our storage capacity which will accommodate space for existing interviews and future video recordings.
4. 2 ea. – Mobile Surveillance Equipment \$ 815.80
These devices will be stored in our inventory as spare equipment and will allow us to continue surveillance while equipment is being repaired or attempts made to recover compromised equipment.
5. 5 ea. – iPhones \$ 1,500.00
These devices will allow undercover officers to monitor surveillance devices and covert cameras on the go. They would also be used to research offenders such as verify pictures and social media chatter, etc. Today's phone technology has required us to upgrade our data phone capabilities to maintain contact with suspected targets and informants.
6. 1 ea. – Tactical Pole Camera \$ 7,920.36
Replaces worn out equipment (10 years old) used during searches of armed suspects. Allows officers to see around corners, over barriers and through windows safely during high risk call outs. Can also be used to search for victims after natural disasters.
7. 5 ea. – Tactical Headsets \$ 3,366.15
Replaces older SWAT headsets, not funded by a grant, which are very worn and specific to out dated radios. New headsets are more modular and adaptable to changes in the future and will be compatible with new radio system upgrade.

8. 1 ea. – Thermal Monocular \$ 3,499.00
This item is used for searching for hidden suspects or missing children/adults especially at night. Can also be used to locate discarded contraband suspects have thrown down during pursuits.
9. 1 ea. – PVS-14 Night Vision Monocular \$ 3,849.00
This device allows patrol officers assigned to specific problem areas to covertly view businesses in high crime areas without giving away their position to the suspects. This will also allow officers responding to call of an armed and dangerous suspect to move into positions without exposing themselves to the suspect.
10. 1 ea. – Underwater Metal Detector \$ 2,356.00
This specialized equipment is used to search for evidence thrown into lakes, ponds and rivers. Area bodies of water have zero visibility near the bottom. Replaces an older device that is no longer serviceable.
11. 4 ea. – OTS 4 Channel Communication Unit \$ 5,076.30
The OTS system allows communication between divers when searching underwater. This safety equipment is necessary since divers are not able to communicate visually due to the poor visibility. This item replaces worn devices compatible with the current communications system.
12. 1 lot – Uniform Badges \$ 16,000.00
This is to pay for a portion of the new designed police badges to be worn in 2016.
13. 1 lot – Surveillance Camera System \$ 38,388.00
This new surveillance camera system will replace an older outdated black and white system that currently views/records the outside perimeter of the police department HQ.
14. 1 ea. – ID Card System (2-Sided) \$ 3,193.39
The system we have now has reached its life cycle. This equipment is used to make ID cards for sworn and civilian employees (Police and Fire) and also for taxi cab drivers.

TOTAL ESTIMATED PROCUREMENT FROM
SEIZED FUNDS ACCOUNT (280-3310):

\$ 79,983.70

TOTAL ESTIMATED PROCUREMENT FROM
FORFEITURE FUNDS ACCOUNT (280-3312):

\$ 14,780.30

CITY COUNCIL AGENDA
August 4, 2015

ITEM/SUBJECT: Appointments to Nortex Housing Finance Corp. Board of Directors

INITIATING DEPT: City Clerk

COMMENTARY: The term of Paul Wylie Expires in August 2015. The consensus of the Board is to reappoint Mr. Wylie for a five year term.

☒ **City Clerk**

ASSOCIATED INFORMATION: Letter from Nortex, Resolution

☐ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**




**Nortex
Regional
Planning
Commission**

P.O. Box 5144
Wichita Falls, Texas 76307
Area 940-322-5281
Fax 940-322-6743

July 22, 2015

To: County Judges, Mayor of Wichita Falls

From: Dennis Wilde, Executive Director 

Subject: Appointment/Reappointment - Nortex Housing Finance Corporation

This memorandum relates to addressing the appointments and/or reappointments to the Board of the Nortex Housing Finance Corporation (NHFC). The term of Paul Wylie ends in August 2015. At the last meeting of the Nortex Housing Finance Corporation, I was notified his term was ending and it was the consensus of that Board that he be considered for re-appointment. The decision on any appointments and/or reappointments is at the discretion of the governing entities which is the eleven Counties within the region and the City of Wichita Falls. Mr. Paul Wylie has been a part of the Nortex Housing Finance Corporation for over ten years and if re-approved he will serve another five year term.

I have drafted a resolution to be passed by each Commissioner Court and the City of Wichita Falls to re-appoint Mr. Paul Wylie to serve on the Board of the Nortex Housing Finance Corporation. Attached is a copy of the resolution for your jurisdiction. In order for the re-appointment to approved, the resolution needs to be passed by a majority of the eleven Commissioner Courts and the City of Wichita Falls. I would appreciate it if you would send me an executed copy of the resolution once your entity takes action. If the consensus of the governing body for another individual to be appointed please let me know as soon as possible so I can send it out for consideration.

Thanks for your consideration in this matter. If you need this in electronic format, please let me know. If you have any questions, please feel free to contact me.

Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger and Young Counties

CITY OF WICHITA FALLS, TEXAS

RESOLUTION OF CITY OF WICHITA FALLS AUTHORIZING AND APPROVING THE APPOINTMENT AND REAPPOINTMENT OF INDIVIDUALS TO THE BOARD OF DIRECTORS OF THE NORTEX HOUSING FINANCE CORPORATION.

WHEREAS, pursuant to the Texas Housing Finance Corporation Act, Chapter 394, Texas Local Government Code, as amended, the Texas counties of Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger, and Young, Texas (collectively, the "*Sponsoring Entities*") have formed a joint housing finance corporation named the Nortex Housing Finance Corporation (the "*Corporation*") to provide a means of financing the cost of residential ownership and development that will provide decent, safe and sanitary housing for persons and families of low and moderate income; and

WHEREAS, the City of Wichita Falls is a member of the Corporation and has authorized the Corporation to act on its behalf and on behalf of the other Sponsoring Entities for the purposes set forth in the previous paragraph; and

WHEREAS, in accordance with the Articles of Incorporation and the Bylaws of the Corporation, a majority of the Sponsoring Entities must approve the appointment and/or reappointment of members of the Board of Directors of the Corporation; and

WHEREAS, in accordance with the Articles of Incorporation and the Bylaws of the Corporation, the City of Wichita Falls together with the Sponsoring Entities desires to appoint/reappoint existing members of the Board of Directors of the Corporation upon resignation or expiration of their current terms.

NOW, THEREFORE, Be It Resolved By the City Council of Wichita Falls that:

Section 1. Board of Directors. That the following appointment and reappointment for the Board of Directors of the Corporation and the length of the term thereof are hereby authorized and approved;

<u>DIRECTOR</u>	<u>CURRENT TERM EXPIRES</u>	<u>NEWLY REAPPOINTED TERM EXPIRES</u>
Paul Wylie	Reappointment	August 1, 2020

Section 2. Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

PASSED AND APPROVED this ____ day of _____ 2015.

By _____

Title: _____

ATTEST:

By _____

Title: _____